

**State of New Hampshire
Board of Mental Health Practice
Concord, New Hampshire 03301**

In the Matter of:
Mo Anne Shyne, LCMHC
License No.: 418
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the mental health practice, the New Hampshire Board of Mental Health Practice (“Board”) and Mo Anne Shyne, LCMHC (“Respondent”), a mental health counselor licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 330-A:27, I, 330-A:28, and 330-A:29, and Mental Health Practice Administrative Rule (“Mhp”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by mental health practitioners. Pursuant to RSA 330-A:28, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice mental health counseling in the State of New Hampshire on July 20, 2001. Respondent holds license number 418. Respondent is self-employed at Shyne Counseling Services in Salem, New Hampshire.
3. On or about May 14, 2016, the Board received a Report of Alleged Misconduct from the Mother of the subject family (“Mother”). Respondent was alleged to have

engaged in unprofessional conduct by failing to abide by multiple provisions of the American Mental Health Counselors Association Code of Ethics (“AMHCA Code of Ethics”) while providing counseling services to multiple members of the subject family.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s treatment of multiple members of the subject family at the same time.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 330-A:27, II, (c) and (i), Mhp 501.02(a)(3) and AMHCA Code of Ethics I A 2k and l, I A 3, I B 2, I B 3, I B 7, I C 1, I C 3, I E, and III 4,7,9 and 10 by the following facts:
 - A. Respondent has been licensed as a mental health counselor in the State of New Hampshire since 2001. In 2011, she established her own private practice, Shyne Counseling Services.
 - B. D.C. interned with Respondent in 2011 as part of her graduate program and graduated with a Masters in Mental Health Counseling in May 2012. In a Supervision Agreement approved by the Board on June 15, 2012, Respondent was designated as D.C.’s supervisor, and remained so during the entire time that the subject family was receiving treatment at Shyne Counseling Services. D.C.’s supervision was to be completed in November of 2014; however, no additional supervision agreement was ever filed with the Board. D.C. did not

pass the NCMHCE exam until January of 2018 and submitted her first application for licensure in March of 2018 after she had stopped working with Respondent at Shyne Counseling Services.

- C. The subject family consists of Mother and Father who were previously married, and their two children, Child 1 and Child 2, who were born in 2006 and 2007 respectively.
- D. In 2008 and 2009, Mother and Father sought marriage counseling from Respondent. After seeing Respondent for approximately 8-9 months, the couple separated. They filed for divorce in 2010. Throughout the pendency of their divorce and attempts at joint parenting, the relationship between Mother and Father was contentious. Although Father had primary physical custody of the children during most of the time relevant to this complaint, Mother and Father had joint legal custody, and thus, equal decision-making authority.
- E. After the separation, and without obtaining written informed consent from Mother, Respondent began seeing Father for individual counseling.
- F. On or about February 1, 2012, Mother and Father mutually agreed to have Child 1 begin individual counseling with D.C., who was at that time Respondent's intern.
- G. Prior to beginning Child 1's treatment, both parents signed a basic Consent to Treatment of Minor document, which failed to identify and explain: (1) potential issues arising from treating multiple family members in the same practice; (2) D.C.'s qualifications and status as Respondent's

intern/supervisee; and (3) Respondent's role in Child 1's therapy as a result of her supervision of D.C.

- H. Respondent provided counseling services to Father while supervising Child 1's treatment for approximately two years. During that time, there is no written documentation that Father and Mother were ever informed of the existence of a potential conflict of interest by virtue of Respondent treating Father while supervising D.C. in Child 1's treatment. There are, however, multiple documents indicating that Respondent was closely involved in, and had regular input into, Child 1's therapy sessions. Furthermore, there is no documentation that either Respondent or D.C. explained to Father and Mother how clinical supervision worked, the parameters of D.C.'s qualifications or specific issues of confidentiality arising from multiple family members, including minors, being treated at the same time.
- I. There is only one documented treatment plan for Child 1. The plan, which is dated April, 2012, was signed by both Respondent and D.C., but fails to state whether it was ever discussed or reviewed with Child 1's parents. Nor is there supporting documentation that addresses this issue. While D.C.'s documentation contains details of her meeting with Father during Child 1's intake process, there is no documentation that she ever met with Mother during the intake process.
- J. On two separate occasions during his treatment with D.C., Child 1 was referred to an outside expert consultant, once for a psychological evaluation

and once for a neurodevelopmental consultation. In each case, the experts made recommendations to Respondent and/or D.C. regarding Child 1's diagnosis and treatment plan. In both cases, there is no revised treatment plan or note in Child 1's records documenting that Respondent and/or D.C. ever discussed the results and recommendations with Mother and Father or incorporated these recommendations into Child 1's treatment plan.

- K. On or about April 5, 2012, an incident occurred in the waiting room while Mother, who was with Child 2, was waiting for Child 1 to finish his session. The incident resulted in Respondent telling Mother not to come into the building and to wait for Child 1 in her car.
- L. On April 9, 2012, during a telephone conversation with D.C., Mother asked to be allowed back into the building and waiting room; her request was denied. Mother then requested that Child 1's scheduled visits be moved to a different day, so that it would not interfere with her visitation time with him. That request was also denied.
- M. Mother again renewed her request to be allowed back into the building via an email dated September 4, 2012. This request was also denied.
- N. In an undated and unsigned letter written sometime in November of 2012, D.C. asked Mother not to accompany Child 1 to therapy at all, as it is "too disruptive to his therapy sessions." This request arose from a concern that Child 1 was preoccupied by concerns about whether Mother was still waiting

in the parking lot. D.C. also advised Mother to set up an appointment to meet with D.C. on her own time.

- O. Child 1's treatment records contain a letter dated December 13, 2012, which is addressed "To whom it may concern" and contains the stamped signatures of Respondent and D.C. The letter positively refers to Father's parenting skills while negatively portraying Mother's parental involvement. It also alleges attempts by Mother to manipulate her custody and divorce stipulations. An email dated December 12, 2012, in which Father forwarded an email to Respondent that he had received from his attorney, indicates that this letter was the result of a request made by Father in connection with an upcoming mediation between Father and Mother. Neither Respondent nor D.C. documented why the letter was written, who it was provided to, or the context in which it was written. Furthermore, there is no documentation of a signed consent from either Mother or Father for the release of the information contained in this letter.
- P. In December 2012, Mother wrote a check to Shyne Counseling Service for services provided to Child 1, which was returned for insufficient funds. The billing procedure, which was established by Shyne Counseling Services with Father, required Mother to prepay her portion at the beginning of the month. Over the next several weeks, a number of emails were exchanged between Father, Mother, Respondent and D.C. regarding payment for Child 1's counseling. The emails became progressively more threatening,

confrontational, and demanding toward Mother. There is no indication in the record, that either Respondent or D.C. met with Mother to clarify the billing and payment policies or to try to resolve the issue in a professional manner.

- Q. In December 2013, Father concluded his therapy with Respondent so that Respondent could begin therapy with Child 2 at the same time D.C. was seeing Child 1. On December 18, 2013, Respondent conducted an intake session for Child 2. Father signed a generic Consent to Treatment of Minor form at the intake, which once again failed to identify the nature of the multiple relationships between Respondent, D.C., Father, Mother, Child 1, and Child 2, and the precautions that would be implemented to protect the confidentiality of Child 1 and Child 2 and the objectivity and professional judgment of Respondent and D.C. Respondent failed to obtain any signed informed consent from Mother for Child 2's treatment with Respondent.
- R. The only documented treatment plan for Child 2 is dated July 15, 2015. It is unsigned by either Mother or Father and there is no documentation indicating that it was ever shared or discussed with either Mother or Father.
- S. At some point, Child 2's treatment was expanded to include both individual therapy with Respondent and sibling therapy with Child 1, Respondent and D.C. No written consent form, signed by both Mother and Father explaining the rationale for the additional treatment, is documented. Furthermore, Respondent completed the documentation for these sessions, referencing both

Child 1 and Child 2, while D.C. failed to document any of these sessions and how they affected her client, Child 1.

- T. On October 1, 2014, Child 1 became “explosive” during an individual treatment session with D.C. The police were called after Respondent called Father to obtain consent to do so. Neither Respondent nor D.C. notified Mother prior to calling the police even though she was waiting outside in the car. Child 1 was eventually released to Mother after the incident was resolved. There is no documentation of this incident in D.C.’s treatment notes. However, Respondent referenced the incident in a treatment note she wrote for Child 2’s session that same day. Furthermore, there is no documentation that Child 1’s treatment plan was reviewed or adjusted after this incident.
- U. Respondent authored another “To whom it may concern” letter, dated January 20, 2015. The letter includes signature lines for Respondent and D.C. but is unsigned, and references the incident involving the police and discusses Child 1 and Child 2’s treatment. In the letter, Respondent makes several negative comments regarding Mother, while positively portraying Father. An unsigned notation in the records, which is located directly after this letter, indicates that the letter was written for Father. Neither Respondent nor D.C. documented why the letter was written, who it was provided to, or the context in which it was written. Furthermore, there is no documentation of a signed consent from either Mother or Father for the release of the information contained in this letter.

- V. Mother and Father were involved in ongoing litigation pertaining to divorce, custody, visitation and parental decisions for the majority of the time that Child 1 and Child 2 were receiving therapy at Shyne Counseling. Sometime in the beginning of 2015, Mother's attorney requested a copy of the records from Respondent. By letter dated February 2, 2015, Respondent refused that request. Instead, an Affidavit, dated March 3, 2015 which negatively portrays Mother, was signed by Respondent and D.C. and provided to Father's attorney. There is no supporting documentation indicating that Respondent and/or D.C. discussed this Affidavit with Mother or took any steps to maintain their professional objectivity, neutrality and judgment. Nor is there any documentation that either Mother or Father signed an informed consent to release the information contained in the Affidavit.
- W. Mother was not allowed back into the waiting room at Shyne Counseling Services until approximately March 23, 2015, after she notified Respondent and D.C. via email that she would be attending therapy with Child 1 and Child 2 every other week pursuant to a court approved Agreement with Father. Neither Respondent nor D.C. replied to this email; nor was there documentation that they met with or discussed a revised treatment plan for Child 1 and Child 2 that included Mother. However, Respondent and D.C. did speak with Father, after which he sent Mother an email stating that he had spoken with Respondent and D.C. about the therapy arrangement and that Mother should only speak with Respondent and D.C. for about five minutes

before the session and, “If they need you there for the full session to discuss something that happened or that the boys have said they will inform you.”

- X. In September of 2015, Child 1 was hospitalized for anxiety and anger after a series of incidents. In the course of planning Child 1’s discharge from the hospital, his case manager sent an email to Mother and Father, recommending that Child 1 receive additional accommodations at school, begin in home therapy and switch to a different outpatient therapist because Child 1 no longer felt comfortable working with D.C. and would benefit from a “trauma/CBT specific therapist.” Neither Respondent nor D.C. had the requisite training in trauma specific therapy and, indeed, D.C. was not yet licensed. Nevertheless, despite this recommendation, Child 1 remained in treatment at Shyne Counseling Services with D.C. There is no documented informed consent explaining the rationale for this decision signed by either Mother or Father. Nor is there an updated and revised post-hospitalization treatment plan indicating that Child 1’s hospitalization was discussed with either Mother or Father.
- Y. Respondent continued treating Child 2 while also supervising the treatment provided to Child 1 and providing sibling therapy in joint sessions with both children and D.C., until both children terminated their treatment at Shyne Counseling Services in June of 2016.
- Z. D.C. was subpoenaed by Father’s lawyer to testify at a custody hearing held on May 24, 2016. There is no documentation that Respondent ever discussed

with D.C. the multiple ramifications, including issues of client confidentiality, client rights, conflict of interest, informed consent, and competency, of testifying at that hearing.

- AA. In June, 2016, Father informed Respondent that he was giving up all rights and custody of both children. After obtaining full custody of her children, Mother terminated their treatment with Respondent and D.C.
- BB. Respondent was supervising D.C. during the entire time that she and D.C. provided counseling services to various members of the subject family. Respondent failed to properly inform her clients of the nature and scope of her supervisory relationship with D.C. in a way that allowed her clients to completely understand what supervision meant or what was entailed in properly supervising a candidate for licensure.
- CC. Contrary to D.C.'s specialties listed on Shyne Counseling Service's website, D.C. had no experience working with young children as a mental health counselor prior to starting therapy with Mother's children. All D.C.'s prior work history was with adults. Respondent aided D.C. in holding herself out as having training, experience and credentials in a way that was misleading. Indeed, in e-mails and other correspondence during her time at Shyne Counseling Services, D.C. used the designation "MHC" after her name, a practice the Board ordered her to stop in 2017.
- DD. Respondent was D.C.'s supervisor for several years, yet there are no supervision records documenting that Respondent reviewed D.C.'s case notes

- and records, directly observed D.C.'s treatment sessions, or had regular meetings with D.C.
- EE. Neither Respondent nor D.C. documented every session or interaction they had with any member of the subject family while they were receiving services from Respondent and D.C. at Shyne Counseling Services.
- FF. There is no documentation that Respondent ever utilized additional professional precautions such as collateral consent forms, consultation, supervision and detailed documentation to maintain her objectivity and professionalism during the time she was treating multiple members of the subject family. Moreover, there are multiple documented instances when Respondent inappropriately disclosed to Father confidential information she obtained from both children and/or Mother during therapy sessions.
- GG. There is no clear billing arrangement or policy that was discussed with both Mother and Father and agreed to by all parties. Furthermore, Respondent failed to adequately respond to Mother's concerns regarding billing issues and procedures.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 330-A:27, II, Mhp 501.02(a)(3) and AMHCA Code of Ethics I A 2k and l, I A 3, I B 2, I B 3, I B 7, I C 1, I C 3, I E, and III 4,7,9 and 10.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's mental health practitioner license in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 330-A:27, III:
 - A. Respondent's license is **SUSPENDED** for a period of two (2) years, beginning no later than March 18, 2019. The entire period of suspension shall be stayed for a period of two (2) years provided Respondent complies with all of the terms and conditions of this *Settlement Agreement*.
 - B. Respondent's license is **RESTRICTED** in that Respondent is prohibited from accepting any high conflict cases during the entire two (2) year period of suspension, including, juvenile clients under the age of 16, cases involving multiple member of the same family or extended family unit and any other cases the designated supervisor or independent monitor deem inappropriate.
 - C. Respondent's license is **RESTRICTED** in that Respondent is prohibited from supervising an intern or candidate for licensure during the entire two (2) year period of suspension.
 - D. Respondent shall, at her own expense, meaningfully participate in, without interruption, ongoing **MENTAL HEALTH CARE AND TREATMENT**. Respondent is required to attend biweekly sessions for a period of twelve (12) months. Respondent shall provide proof of attendance, signed by her provider,

to the Board at six (6) months and proof of attendance and completion at twelve (12) months.

E. Respondent shall, at her own expense, engage in a period of **SUPERVISION** for twenty-four (24) months according to the following terms and conditions:

1. No later than March 18, 2019, Respondent shall begin corrective supervision with Barry Litt, MFT (“Mr. Litt”), who provides psychotherapy and consulting services at Human Dynamics Associates, Inc., which is located at 85 Warren Street, Concord, New Hampshire.
 - a. Mr. Litt has extensive experience with providing corrective supervision and is aware of the clinical and ethical issues raised in the complaint against Respondent. Mr. Litt’s *curriculum vitae* is attached to the *Settlement Agreement*. See Attachment A.
 - b. Respondent has had no social or professional association with Mr. Litt that would impair his ability to perform as a supervisor in an evaluative/remedial role.
 - c. Prior to beginning supervision with Mr. Litt, Respondent shall provide him with a copy of this *Settlement Agreement*.
2. Frequency and duration of supervision: Beginning on or before March 18, 2019, and continuing for a period of twenty-four (24) months thereafter, Respondent shall, at her own expense, meet with Barry Litt, MFT, for corrective supervision.

- a. Respondent shall meet weekly for one-hour sessions with the supervisor at his place of employment. Respondent is required to bring all documentation pertaining to the cases that she is currently seeing for counseling, to each weekly supervision session.
- b. The supervision shall continue for a period of twenty-four (24) months, and Respondent shall be responsible for all costs incurred as a result of the supervision.
- c. For the first six (6) months of supervision, Respondent shall carry a caseload of no more than twelve (12) clients per week.
- d. After six (6) months of supervision, at the first status hearing, with the approval of the supervisor and independent monitor, Respondent's caseload may be increased to no more than twenty-four (24) clients per week, with Board approval.
- e. If, based on the supervisor's reports, the Board determines that further rehabilitative supervision is required, the Board reserves the right to modify the terms of supervision with regard to frequency and duration, to include imposing an extension on the duration of the supervision.
- f. If the supervisor thinks there should be an increase in the frequency or a change in the nature of the supervision, the

supervisor should send a memo to the Board requesting the change and stating the reason for the change.

3. Content of the supervision: The supervision shall consist of a preliminary assessment of Respondent's practice and supervision roles, if any, an evaluation of the specific ethical and professional issues described in the *Settlement Agreement*, and rehabilitation of Respondent's clinical skills and professional practices as indicated from said evaluation. The supervision shall also include a review of Respondent's records with the consent of clients. The supervision may include videotaping of counseling sessions if the supervisor finds it is indicated and the client consents.
4. Reporting requirements: The supervisor shall file an initial report, quarterly reports and a recommendation at the end of the supervision term.
 - a. The supervisor shall file an initial report within thirty (30) days from the engagement of the supervisor, which describes the preliminary assessment of Respondent's practice. This report shall include:
 - i. The supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the *Settlement Agreement*;

- ii. An assessment of Respondent's motivation for rehabilitation;
 - iii. Any other ethical or professional practice issues uncovered in the preliminary evaluation; and
 - iv. The level of competency and performance observed.
- b. The supervisor shall report to the Board at the end of each three (3) month period during which the supervision continues.
- i. The first quarterly report shall be due three (3) months after the preliminary assessment described in 4.a. above.
 - ii. These quarterly reports shall specifically state Respondent's attendance and provide an explanation for any absence, whether supervision has been complete/incomplete or successful/unsuccessful, and whether Respondent is believed to be a threat to the welfare or safety of current or potential clients or supervisees.
 - iii. The relevant supervisor's report will be filed with the Board prior to each status hearing, conducted by the Board at six (6), twelve (12), eighteen (18) and twenty-four (24) months during the period of suspension.

- iv. At the end of twenty-four (24) months, the supervisor shall include in his/her report a recommendation regarding the value of further supervision.
 - c. The Board may evaluate and investigate information contained in any of the supervisor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase or modify the term of supervision or to take other appropriate action.
 - d. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board.
- F. Respondent shall, at her own expense, engage in period of **INDEPENDENT MONITORING** for twenty-four (24) months according to the following terms and conditions:
- 1. No later than 90 days from March 18, 2019, Respondent shall submit to independent monitoring performed by Shawn Hassell, LMFT ("Mr. Hassell"), who provides counseling services at Between Us Associates located at 754 Chestnut Street, Suite 2, Manchester, NH 03104.
 - a. Mr. Hassell has extensive experience with providing corrective supervision and is aware of the clinical and ethical issues raised in the complaint against Respondent. Mr. Hassell's *curriculum*

vitae is attached to the *Settlement Agreement*. See Attachment

B.

- b. Respondent has had no social or professional association with Mr. Hassell that would impair his ability to perform as an independent auditor in an evaluative/remedial role.
 - c. Prior to beginning independent monitoring with Mr. Hassell, Respondent shall provide him with a copy of this *Settlement Agreement*.
2. Frequency and duration of independent monitoring: No later than 90 days from March 18, 2019, and continuing every three (3) months thereafter, for the twenty-four (24) month period of suspension, Respondent shall, at her own expense, submit to an independent audit and review of her case files by Mr. Hassell.
- a. Respondent shall grant Mr. Hassell full access to all documentation and billing records, pertaining to counseling sessions and other related interactions, with the consent of clients.
 - b. The independent audit monitoring shall continue every three (3) months for the entire twenty-four (24) month period of suspension, and Respondent shall be responsible for all costs incurred by Mr. Hassell in providing the independent auditing and monitoring of Respondent's case files.

- c. For the first two audit periods, Mr. Hassell will review and critique the documentation and records of at least ten (10) of Respondent's active client cases.
 - d. After the first status hearing, if Respondent is permitted to increase her client caseload to no more than 24 clients, Mr. Hassell will review and critique the documentation and records of at least fifteen (15) of Respondent's clients.
 - e. If, based on Mr. Hassell's reports, the Board determines that further independent monitoring is required, the Board reserves the right to modify the terms of the independent monitoring with regard to frequency and duration, to include imposing an extension on the duration of the independent monitoring.
 - f. If Mr. Hassell thinks there should be an increase in the frequency or a change in the nature of the independent audits and monitoring, he should send a memo to the Board requesting the change and stating the reason for the change.
3. Content of the independent monitoring: The independent audit and monitoring shall consist of a preliminary review and assessment of Respondent's client files, including documentation and practice, an evaluation of the specific ethical and professional issues described in the *Settlement Agreement*, and rehabilitation of Respondent's

documentation, clinical skills and professional practices as indicated from said assessment.

4. Reporting requirements: The independent monitor shall file an initial report, quarterly reports, and a final recommendation at the end of the independent monitoring term.

a. The independent monitor shall file an initial report within ninety (90) days of March 18, 2019, which describes the preliminary assessment of Respondent's documentation and professional practice, and details any ethical or professional practice issues identified in the initial audit and assessment. The report shall include the level of competency and performance observed.

b. The independent monitor shall report to the Board at the end of each three (3) month period during the period of suspension. The quarterly reports shall include a review of Respondent's documentation and professional practice, and any recommendations related to Respondent's ethical or professional practice that were identified in the audit of her client files.

c. The relevant independent auditor's report and recommendations will be filed with the Board prior to each status hearing that is conducted by the Board at six (6), twelve

- (12), eighteen (18) and twenty-four (24) months during the period of suspension.
- d. At the end of twenty-four (24) months, the independent monitor shall include in his report a recommendation regarding the value of further independent auditing and monitoring.
- e. The Board may evaluate and investigate information contained in any of the independent monitor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase or modify the term of the independent monitoring or to take other appropriate action.
- f. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed with the Board in a timely manner.
- G. Respondent is required to meaningfully participate in twenty (20) hours of **CONTINUING EDUCATION** broken down as four (4) hours in each of the following areas: (1) ethics; (2) boundaries; (3) confidentiality; (4) informed consent; and (5) documentation. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within six (6) months from the effective date of this *Settlement Agreement*. Respondent shall provide written proof of completion to the Board at the first

status hearing, which will be conducted by the Board at the completion of the first six (6) months of the period of suspension. Respondent is required to meaningfully participate in an additional ten (10) hours of **CONTINUING EDUCATION** broken down as two (2) hours in each of the following areas: (1) ethics; (2) boundaries; (3) confidentiality; (4) informed consent; and (5) documentation. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed during the second year of the suspension period. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

- H. Respondent is required to appear at four (4) **STATUS HEARINGS** to be conducted by the Board at six (6) months, twelve (12) months, eighteen (18) months and (24) months from the effective date of this *Settlement Agreement*. At each status hearing, Respondent is required to provide the Board with proof of completion of all requirements set forth in the *Settlement Agreement* including, but not limited to, reports from the supervisor and independent monitor, proof of completion of the requisite continuing education, proof of compliance with limitations of her practice as set forth in this *Settlement Agreement*, and any additional information the Board deems necessary to ensure compliance with the terms of the *Settlement Agreement*. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board prior to each status hearing. Hearing Counsel shall be notified of each status hearing and

reserves the right to petition the Board for imposition of the full period of license suspension if Respondent has failed to comply with any terms of the *Settlement Agreement*. At the final status hearing, Respondent shall have the right to petition the Board to expand the scope of her practice to include high conflict cases and/or provide supervision to an intern or candidate for licensure.

- I. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of two thousand dollars (\$2,000.00). Respondent shall pay this fine in twenty-four (24) installments of \$83.33 each. The first payment shall be due within thirty (30) days of the effective date of this *Settlement Agreement*. The remaining payments shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 121 South Fruit Street, Concord, New Hampshire 03301. The administrative fine must be paid in full prior to the final status hearing.
- J. Respondent is assessed the **COSTS OF INVESTIGATION AND PROSECUTION** in the amount of two thousand dollars (\$2,000.00). Respondent shall pay these costs in twenty-four (24) installments of \$83.33 each. The first payment shall be due within thirty (30) days of the effective date of this *Settlement Agreement*. The remaining payments shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to "Treasurer, State

of New Hampshire” and delivered to the Board’s office at 121 South Fruit Street, Concord, New Hampshire 03301, and making a notation that it is “for costs of investigation and prosecution pursuant to RSA 332-G:11.” The costs of investigation and prosecution must be paid in full prior to the final status hearing.

- K. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- L. The Board may consider Respondent’s compliance with the terms and conditions herein and with the recommendations of the treating mental health professionals in any subsequent proceeding before the Board regarding Respondent’s license.
- M. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a licensed mental health practitioner or work which requires education, training or a degree in mental health counseling or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials mental health counselors, with which Respondent is presently affiliated.
- N. For a continuing period of two (2) years from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement*

Agreement to any employer to which Respondent may apply for work as a licensed mental health practitioner or for work in any capacity which requires education, training or a degree in mental health counseling or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials mental health counselors, to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 330-A:27, II (c), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein. Further, Respondent acknowledges that no undue influence, coercion or duress has caused her to sign this *Settlement Agreement*.

13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to, or by, the Board regarding its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of

these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

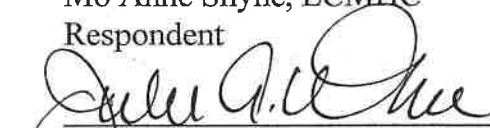
FOR RESPONDENT

Date: 2/12/19



Mo Anne Shyne, LCMHC
Respondent

Date: 2/12/19

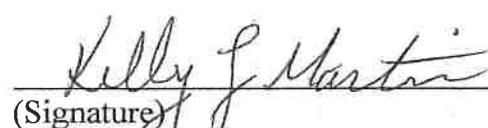


Andrea L. Daly, Esq.
Counsel for Respondent

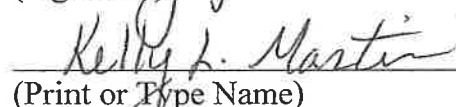
FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 2/26/19



(Signature)



(Print or Type Name)

Authorized Representative of the
New Hampshire Board of
Mental Health Practice

/*[Name(s)], Board members, recused: Dr. Dayl Hufford.