

STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL

LICENSURE AND CERTIFICATION

BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS

SETTLEMENT AGREEMENT

In the Matter of:

Case #2022-BAR-THE NATURAL LOOK HAIR SALON-0901

**THE NATURAL LOOK HAIR SALON
License# 756**

**DENISE BICKFORD
License# 3190**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of Barbering, Cosmetology, and Esthetics, the Board of Barbering, Cosmetology, and Esthetics ("the Board") The Natural Look Hair Salon ("Respondent"), a licensed shop currently licensed in the State of New Hampshire, agree to resolve certain allegations of violations regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. The parties stipulate that Board inspectors have jurisdiction to conduct inspections of shops and schools pursuant to NH RSA 313-A: 21 and administrative rule Bar 404.01.is
2. The parties further stipulate the Board has the authority to issue administrative fines for violations of statutes pursuant to NH RSA Chapter 313-A, and administrative rules PART Bar 404.

3. On July 26th, 2022, a Board inspector conducted an inspection at The Natural Look Hair Salon Sitar Hair. As a result of the inspection, the Board has issued an administrative fine in the amount of **\$100.00** for safety data sheets (**100 Points**). Respondent admits to violations contained in the inspection report dated July 26th, 2022, and agreed to pay an administrative fine within 20 days of execution of this agreement.
4. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Board.
5. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the violations described above. However, the Board may consider the violations as evidence of a pattern of conduct in the event that similar violations are proven against Respondent in the future.
6. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
7. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
8. 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.

9. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
10. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with Respondent's decision to enter into this *Settlement Agreement*.
11. 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 the Board during its review of this *Settlement Agreement* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
12. Respondent certifies that Respondent has read this document titled *Settlement Agreement*. Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality, and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the violations described herein. 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

I, **Denise Bickford**, have reviewed the foregoing Settlement Agreement settling violations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, **Denise Bickford** knowingly and freely waives the right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: _____, 2022

Denise Bickford
Respondent

On this _____ day of _____ A.D. 2022 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Justice of the Peace/Notary Public

My commission expires:

FOR THE BOARD

Dated:

Tracey Pappas
Board Administrator
Board of Barbering,
Cosmetology & Esthetics
New Hampshire Office of
Professional Licensure & Certification
7 Eagle Square

The Natural Look Hair Salon Denise Bickford Dumont 1024 Suncook Valley Highway unit D7 Epsom, NH 03234

RECEIVED

OCT 07 2022

OPLC-FINANCE

10/04/2022

Attention: board of barbering, cosmetology, and esthetics

Amount 100.00
Check 3724
Sent ✓

In reference to your letter dated September 21, 2022 I would like some clarification. July 26, 2022 your inspectors came into my salon for a routine inspection. After five previous routine inspection signed by Sandra Hodgdon dated as follow:

October 25, 2016 May 9, 2018 December 20, 2018 July 23, 2019 and September 18, 2020

All of these inspections were signed stating that my salon" is in compliance with the NH State Board."

Can you please explain to me why on the most recent inspection dated July 26, 2022 my salon was found to be not in compliance with the New Hampshire state board when nothing has changed as far as SDS sheets?

Bar 302.05 School and Shop additional requirement

(m) The shop or school shall have safety data sheets (SDS) required by the occupational safety health administration (OSHA) under 29 CFR 1910.1200 (g) for products being used.

No where's in this rule does it state how the salon must have these sheets available. For years I have had some SDS sheets in a binder. I have passed inspections performed by Sandra for the last six years with my SDS sheets the same exact way as the most recent inspection. I was told by "Your Inspector" that SDS sheets have to be available in such a case a client has an allergic reaction. I asked if we can download them on my iPad and I was told by the two inspectors that they must be printed out only. She stated that She will not fine me, and that I needed to come in compliance with the N H state board. So please tell me why your licensing process has to be reformed online because of the evolution of technology. But your human safety process is up in the air with your inspectors not being consistent in their laws and rules. If a client has an allergic reaction the board wants me to look through 400 to 1000 pages to find the correct SDS sheet.

I do not feel as if I/O this fine as I am in compliance with one inspector but not the other. Please clarify for me what is the exact law and rule you would like me to follow. As there seems to be some discrepancy here on your rules that is not black and white but gray. Please update your rule to the state the forms in which form a salon must have SDS sheets. And further, please remove the fine as I am