



OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS

7 EAGLE SQUARE • CONCORD, N.H. 03301
PHONE (603) 271-2152 www.oplc.nh.gov

SHOP
INSPECTION FORM

Estab. Name Studio 44 West Date 4-29-21
Owner Name Heather Johanson Supry Shop License # 9918
Estab. Location 313 Village St Town Renacook
Shop Manager _____ Time In _____ Time Out _____

3090 Esthetician

Purpose: Routine Follow-up New: _____ Shop _____ Location _____ Ownership _____
 Investigation Booth Complaint Other _____

Violations must be corrected within 7 days per Bar 404.01(o)

ITEMS	POINTS	DESCRIPTION	ITEMS	POINTS	DESCRIPTION
A	5	EQUIPMENT: Square Footage: _____ Tanning _____ ENTRANCE _____ Water Hot & Cold _____ LAVATORY FACILITY _____ Entrance Marked _____ Mechanical ventilation as required _____	N	25	APPRENTICES: Apprentice wearing a name tag as required _____
B	3	FLOORS, WALLS, WOODWORK, FURNITURE: Cleaned as required _____	O	25	Apprentice properly supervised _____
C	250	DISINFECT: EPA _____	P	25	Apprentice properly registered with the board as required _____
D	100	WHIRLPOOL, FOOT SPA OR SPA: Cleaned & disinfected after each use _____	Q	25	Apprentice has been terminated and the board notified as required _____
E	25	Record of cleaning & Disinfecting _____	R	25	LICENSES: Licenses & Work Permits displayed as required _____
F	3	Disinfect shampoo bowl _____	S	25	Proper nail drill _____ Certification _____ Sign _____
G	5	Disinfect table _____ Disinfect Pedicure Area _____ Disinfection container maintained as required _____	T	25	Inspection report displayed as required _____ and not covered _____
H	3	Implements & appliances shall be cleaned and disinfected properly _____ stored properly _____	U	50	All Licensees, Facilities, and Work Permits valid as required. _____ 2 nd 250 points _____ 3 rd 500 points
I	3	All implements and supplies discarded if they can not be disinfected _____ In a closed container _____	V	1 st 400 2 nd 500	MethylMethacrylate Shop owner _____ Licensee _____
J	3	Neck duster disinfected before each use _____	W	100	First Aid Supplies _____
K	5	Soiled towels and hair deposited in separate containers _____	X	50	Unprofessional behavior _____
L	3	Patron covered with neck strip or towel cape as required _____ Or cape laundered after each use _____	Y	100	MSDS sheets _____
M	3	Advertise or solicit clients in the proper manner as required _____	Z	500	Individual does not have a NH License _____
			AA	500	Unauthorized use _____
			BB	50	No Photograph on License _____
			CC	50	Failure to provide government issued photo identification _____

50

TANNING:

(3) Points • Well lighted and ventilated _____
• Owners manual for each unit _____

(5) Points • Tanning device shall have remote timing location _____
• Physical barriers _____
• Eyewear not reused _____
Eyewear meets 21 CFR 1040.20 _____
Eyewear not altered _____

(25) Points • Certification _____ Sign _____
• Contact surfaces disinfected or covered by a non-resuable shield _____
• Lamps replaced _____ Records required by 30, VI _____
False claims or promotion _____
• Operator shall not allow use of device without eyewear _____

(100) Points • Proof of age _____ Incomplete records _____

(250) Points • Underaged Tanning _____

TANNING SALONS NOT REGISTERED WITH BOARD: YOU HAVE 7 DAYS FROM THIS NOTIFICATION TO REGISTER AS A TANNING SALON. THE FINE WILL BE \$100 PER DAY ON THE 8TH DAY.

TOTAL POINTS 50 TOTAL FINE TBD

Fines = \$1.00 a Point

COMMENTS Booth license expired 7 days to renew

The shop owner, manager, or licensee shall sign this inspection report to indicate receipt only. Signature of this form does not indicate agreement with findings. This inspection report shall be posted in a conspicuous and unobstructed place.

Owner/Manager/Licensed Signature Heather Supry Date 4-29-21
Inspector's Signature Amelia Stogden Date 4-29-21

State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

DIVISION OF HEALTH PROFESSIONS

Board of Barbering, Cosmetology and Esthetics

7 Eagle Square, Suite 300

Concord, N.H. 03301-2412

Telephone 603-271-2152 · Fax 603-271-6702



DATE: May 14, 2021

Studio 44 West
Heather Supry
313 Village St
Penacook NH 03303

Certified and Regular Mail

Dear Heather Supry,

On April 29, 2021 the New Hampshire Board of Barbering, Cosmetology, and Esthetics ("Board") reviewed an inspection report issued to you and/or your business dated April 29, 2021. The inspection report reflects 50 points assessed during this inspection. In accordance with RSA 313-A and administrative rule Bar 404 the Board shall assess fines based on the number of points a licensee has accumulated during the inspection.

The Board has determined, in accordance with RSA 313-A and Bar 400, the total number of points assessed during the April 29, 2021 inspection totals: 50 points. The Board has further assessed a fine in the amount of \$50.00.

You have three options upon receipt of this notice:

- 1) Pay the fine immediately, payable to "Treasurer, State of NH" no later than within 20 days of receipt of this letter;
- 2) Request, in writing, a pre-hearing conference in accordance with Bar 404.06;
- 3) Request a hearing, in writing, in accordance with Bar 404.07. The Board will thereafter schedule a hearing on the matter.

If you: 1) *Pay the fine immediately, payable to "Treasurer, State of NH" no later than within 20 days of receipt of this letter;*

Also, sign and mail in attached settlement agreement with payment.

If you fail to pay the assessed fine within 20 days of the date you signed for the notice and fail to request a hearing, the proposed fine will be final.

Sincerely,

A handwritten signature in cursive script that reads "Talia Wilson".

Talia Wilson
Board Administrator

**STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL
LICENSURE AND CERTIFICATION**

RECEIVED
JUN 11 2021
OPLC-FINANCE

BOARD OF BARBERING, COSMETOLOGY, AND ESTHETICS

SETTLEMENT AGREEMENT

In the Matter of:

2021-ENF-Studio 44 West/Johanson-Supry-0600

**Studio 44 West
License No. 996
Heather Supry
License No. 3220**

Amount 50
Check 1000

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") and Studio 44 West, Heather Supry ("Respondent"), a licensed Esthetician 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 April 29, 2021, a Board inspector conducted an inspection of Studio 44 West. As a result of the inspection, the Board has issued an administrative fine in the amount of \$50.00 for All Licensees, Facilities, and Work Permits valid as required. (1). Booth license expired.
4. Respondent admits to violations contained in the inspection report dated April 29, 2021 and agreed to pay an administrative fine within 20 days of execution of this agreement.
5. 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.
6. 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.
7. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.

8. 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.
9. 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.
10. 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.
11. 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*.
12. 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.
13. 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, Heather Supry 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, Heather Supry 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: June 9, 2021

Heather Supry
Heather Supry
Respondent

On this 9th day of June A.D. 2021 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

Jennifer D Lane
Justice of the Peace/Notary Public

My commission expires:

Jennifer D Lane
Notary Public, State of New Hampshire
My Commission Expires Sept. 5, 2023

FOR THE BOARD

Dated: May 14, 2021

Jessica Kennedy
on behalf of

Talia Wilson
Board Administrator
Board of Barbering,
Cosmetology & Esthetics.
New Hampshire Office of
Professional Licensure & Certification
7 Eagle Square
Concord, NH 03301