

## **AGREEMENT FOR CONDITIONAL LICENSURE**

### **I. PARTIES**

This Agreement for Restricted Conditional Licensure is made by the North Dakota Medical Imaging and Radiation Therapy Board (Board) and Kassandra F. Hooten (Hooten).

### **II. RECITALS**

A. The Board is authorized pursuant to North Dakota Century Code (N.D.C.C.) ch. 43-62 to certify and regulate the practice of medical imaging and radiation therapy in the State of North Dakota.

B. N.D.C.C. § 43-62-09(5) authorizes the Board to issue, renew, deny, suspend, or revoke licenses; N.D.C.C. § 43-62-09(8) authorizes the Board to “[d]evelop standards and adopt rules for the improvement of the administration of medical imaging or radiation therapy in this state” and N.D.C.C. § 43-62-09(15) allows the Board to “[i]ssue a conditional, restricted, or otherwise circumscribed license as the board determines necessary.”

C. North Dakota Administrative Code (N.D. Admin. Code) § 114-02-01-09 governs the requirements for conditional licensure, and subsection (1)(b) requires an individual holding a conditional license to “[s]ubmit verification of actively working towards completion of the national registry requirements.”

D. Hooten is applying for conditional licensure in conditional cardiovascular invasive specialist.

E. Hooten previously held a conditional license in cardiovascular invasive specialist, which expired in April 2024.

F. Hooten failed to provide verification of actively working towards completion of national registry requirements, as required by N.D. Admin. Code § 114-02-01-09(1)(b) when she held her previous conditional license.

G. On September 30, 2025, during a special meeting, the Board met to discuss Hooten's application for conditional licensure and determined she had not complied with regulatory requirements during her previous licensure and expressed concern she had not complied previously and may not comply again if issued another conditional license.

H. The Board decided to issue a conditional license with restricted terms to Hooten, due to her previous failure to comply with N.D. Admin Code § 114-02-01-09(1)(b).

I. Hooten acknowledges she has been informed and understands she has a right to a hearing and appeal pursuant to N.D.C.C. ch. 43-62 and N.D.C.C. ch. 28-32.

J. Hooten acknowledges that she has been informed and understands she has a right to seek the advice of legal counsel with regard to this matter.

### **III. AGREEMENT**

The Board and Hooten agree to resolve this matter as follows:

A. Hooten waives her right to an administrative hearing and appeal pursuant to N.D.C.C. chs. 43-62 and 28-32.

B. The Board agrees to issue Hooten a conditional license with the following requirements:

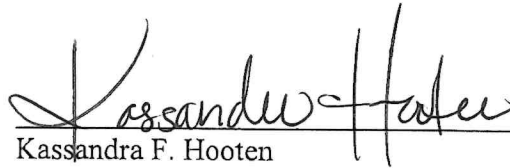
a. The conditional license is valid for six (6) months from the date of execution of this Agreement;

- b. Hooten is required to provide the Board with written verification that she has scheduled her registry examination within thirty days of the date of execution of this Agreement;
- c. Hooten is required to provide the Board with a written report verifying that she is actively working towards completion of the national registry requirements, in compliance with N.D. Admin. Code § 114-02-01-09(1)(b). This report shall be submitted ninety (90) days after the date of execution of this Agreement.
- C. Without a hearing or appeal pursuant to N.D.C.C. ch. 43-62 or N.D.C.C. ch. 28-32, the Board will determine if Hooten fulfills the terms of this Agreement. If Hooten fails to fulfill the terms of this Agreement, the Board may, without a hearing or appeal, take disciplinary action against Hooten through the issuance of an Order.
- D. All electronic communications from the Board will be directed to the e-mail address Hooten provided in her 2025 Application for Licensure, unless Hooten requests in writing that the Board utilize a different e-mail address.
- E. There are no covenants, promises, undertakings, or understandings outside this Agreement other than as herein specifically set forth.
- F. This Agreement shall be governed by the substantive laws of the State of North Dakota without regard to conflicts of law principles.
- G. This Agreement is effective upon signature by both parties.

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SIGNATURE PAGE FOLLOWS.**

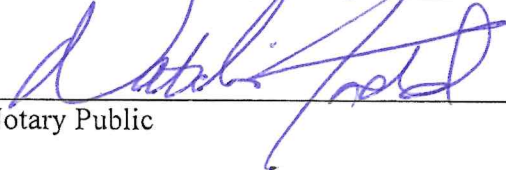
IV. SIGNATURES

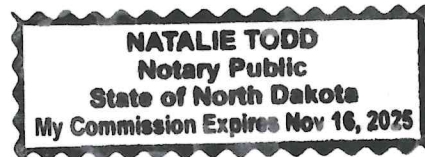
Dated this 2 day of October, 2025.

  
Kassandra F. Hooten

STATE OF NORTH DAKOTA     )  
COUNTY OF Cass            )

This record was acknowledged before me on  
this 3rd day of October, 2025 by Kassandra F. Hooten.

  
Notary Public



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

NORTH DAKOTA MEDICAL IMAGING AND  
RADIATION THERAPY BOARD

\_\_\_\_\_  
Amy Hofmann  
Chair

#### IV. SIGNATURES

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kassandra F. Hooten

STATE OF NORTH DAKOTA     )  
COUNTY OF \_\_\_\_\_    )

This record was acknowledged before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Kassandra F. Hooten.

\_\_\_\_\_  
Notary Public

Dated this 6 day of October, 2025.

NORTH DAKOTA MEDICAL IMAGING AND  
RADIATION THERAPY BOARD

Amy Hofmann  
Amy Hofmann  
Chair