

**State of New Hampshire  
Board of Medical Imaging and Radiation Therapy  
Concord, New Hampshire 03301**

In the Matter of:

**Licensee:**               **Sophia Zeigfinger, Medical Imaging/Radiation Therapist and/or  
Radiographer**

**License No:**           **222**  
(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 practice of medical imaging/radiation therapy, the New Hampshire Board of Medical Imaging and Radiation Therapy (“Board”) and Sophia Zeigfinger (“Ms. Zeigfinger” or “Respondent”), a medical imaging/radiation therapist and radiographer registered 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 328-J:18; RSA 328-J-19; RSA 332-G; RSA 541-A, and Board of Medical Imaging and Radiation Therapy Administrative Rule (“Mirt”) 103, 202 and 204, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by medical imaging/radiation therapists and/or radiographers. Pursuant to Mirt 214, the Board has the authority to enter into settlement agreements without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as a medical imaging/radiation therapist and/or radiographer in the State of New Hampshire on September 27, 2018. Respondent holds license number 222.

3. The Board received a complaint on or about April 19, 2019, that Respondent, while working as a CT Technologist at a hospital in New Hampshire, tested positive for controlled substances. At the time, Respondent also held a registration (No. 001707) with the New Hampshire Board of Registration for Medical Technicians, and that Board also received a complaint arising out of the same incident.
4. Respondent was also the subject of a prior complaint, filed with the New Hampshire Board of Registration for Medical Technicians, on or about October 23, 2018, alleging that Respondent, while working as an MRI Technologist at a different hospital in New Hampshire, tested positive for controlled substances.
5. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent testing positive for a controlled substance while working as a medical imaging/radiation therapist and/or radiographer in New Hampshire.
6. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence from which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 328-J:17 and/or RSA 328-J:19, I (d) and/or (g), Mirt 501.02, by the following facts:
  - A. On or about October 23, 2018, while working as an MRI Technologist at a hospital in New Hampshire, Respondent tested positive for controlled substances. There is no evidence that Respondent consumed the controlled substances while at work.

- B. On or about March 21, 2019, while working as a CT Technician at a different hospital in New Hampshire, Respondent tested positive for controlled substances. There is no evidence that Respondent consumed the controlled substances while at work.
  - C. Since the two incidents occurred, Respondent has undergone intensive inpatient treatment. After successfully completing inpatient treatment, she has actively participated in ongoing daily outpatient care and treatment.
  - D. On or about October 11, 2019, Respondent entered into an Alternative Disposition Agreement (“ADA”) with the American Registry of Radiologic Technologists (“ARRT”). A copy of the fully executed ADA is attached to this *Settlement Agreement* as Attachment 1.
7. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-J:17; RSA 328-J:19, I (d) and/or (g); and Mirt 501.02.
8. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent’s license to practice as a medical imaging/radiation therapist and/or radiographer in the State of New Hampshire.
9. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-J:19, II:
- A. Respondent is **REPRIMANDED**.
  - B. Respondent’s license shall be a **PROBATIONARY LICENSE** for a period of two (2) years, effective on the date this *Settlement Agreement* is approved by

the Board, provided Respondent complies with all of the terms and conditions of this *Settlement Agreement*.

- C. The Alternative Disposition Agreement with ARRT shall remain in effect for the entire two (2) year period of probationary licensure. If for any reason, the Alternative Disposition Agreement with ARRT is terminated before the two (2) year period of probationary licensure has ended, Respondent must notify the Board within five (5) days. If this occurs, Respondent agrees that the terms and conditions contained in the Alternative Disposition Agreement with ARRT will remain in full force and effect until Respondent: 1) enters into a new *Settlement Agreement* that is approved by the Board; and/or 2) requests a hearing before the Board to petition to alter the terms and conditions of the Alternative Disposition Agreement that are in effect; and/or 3) requests a hearing before the Board to petition to terminate the remaining portion of the *Settlement Agreement*.
- D. If for any reason, during the period of probationary licensure, Respondent fails to comply with all of the terms conditions of the Alternative Disposition Agreement with ARRT, Respondent must notify the Board of her noncompliance within five (5) days.
- E. Should Respondent fail to comply with any of the terms of this *Settlement Agreement*, the Board reserves the right to suspend Respondent's probationary license or impose other authorized discipline in accordance with the following process:

a. The Board will notify Respondent, in writing of the Board's finding of Respondent's noncompliance and the suspension and/or additional discipline it intends to impose for such noncompliance. Respondent will have ten (10) days, from the date of the Board's notification of noncompliance, to request a show cause hearing before the Board. If Respondent timely requests such a hearing, the Board will schedule a show cause hearing for its next available hearing slot. At the hearing, Respondent will have the burden of demonstrating to the Board either why her license should not be suspended or additional discipline imposed for noncompliance, or that she is in compliance with this *Settlement Agreement*.

b. Respondent has stipulated to the facts set out in Section 6 of this *Settlement Agreement* and the first paragraph of the Alternative Disposition Agreement with AART. Respondent acknowledges and agrees that those facts cannot be challenged in any hearing regarding enforcement of this *Settlement Agreement*. After the show cause hearing, the Board will issue an order explaining its reasons for imposing, or not imposing, a suspension of Respondent's license, and/or any other discipline within the terms of RSA 328-J:19.

c. If Respondent does not request a show cause hearing within ten (10) days of the date of the Board's notification of noncompliance, the license suspension and/or additional discipline outlined in the notice of noncompliance shall be imposed. Any imposed suspension or additional

discipline shall remain in effect until Respondent comes into compliance with this *Settlement Agreement* and the Board notifies Respondent, in writing, that the suspension or additional discipline has been lifted, unless such discipline is a license revocation.

- F. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of five hundred dollars (\$500.00). The entire amount of the administrative fine will be suspended, provided Respondent complies with all the terms and conditions of the *Settlement Agreement*. If Respondent is in noncompliance with any of the terms and conditions of this *Settlement Agreement*, the administrative fine will be imposed and Respondent shall pay this fine in full within thirty (30) days from the date of noncompliance, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the Board’s office at 121 South Fruit Street, Concord, New Hampshire.
10. Within ten (10) days of the effective date of this 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 medical imaging/radiation therapist and/or radiographer or work which requires a medical imaging/radiation therapist and/or radiographer license, or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials medical imaging/radiation therapists and/or radiographers, with which Respondent is presently affiliated.
11. From the effective date of this *Settlement Agreement* and during the entire period of probationary licensure, Respondent shall furnish a copy of this *Settlement Agreement*

to any employer to which Respondent may apply for work as a medical imaging/radiation therapist and/or radiographer or for work in any capacity which requires a medical imaging/radiation therapist and/or radiographer license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials medical imaging/radiation therapists and/or radiographers, to which Respondent may apply for any such professional privileges or recognition.

12. 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.
13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
14. 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. Respondent further agrees that no coercion or duress from any person has caused her to sign this *Settlement Agreement*.
15. 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.

16. 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.
17. 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*.
18. 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 during 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.
19. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
20. 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 rights 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.
21. 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.

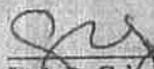
*In the Matter of Sophia Zeigfnger  
N.H. Board of Medical Imaging and Radiation Therapy  
Settlement Agreement*

**FOR RESPONDENT**

Date: 4/21/20

  
Sophia Zeigfnger  
Respondent

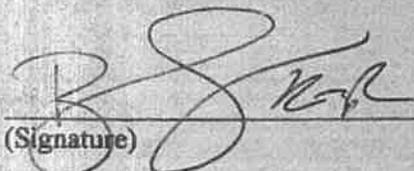
Date: 4/21/2020

 #2653810 for  
Jack P. Crisp, Jr., Esquire  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: 5/11/2020

  
(Signature)

Brandy Cusson RTR  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Medical Imaging  
and Radiation Therapy

/\* [recused member(s)], Board members, recused.

# COPY

Attachment 1

## ALTERNATIVE DISPOSITION AGREEMENT

Ethics Committee  
The American Registry of  
Radiologic Technologists® (ARRT®)  
1255 Northland Drive  
St. Paul, MN 55120-1155

RE: Sophia R. Zeigfinger  
ARRT# 523139

Ethics Committee Members:

I understand and agree that I have violated the *ARRT Rules and Regulations and Standards of Ethics* by namely, a misdemeanor DUI 2<sup>nd</sup> offense and two positive drug screens while employed as a Registered Technologist.

As a result, I understand that grounds do exist under the *ARRT Rules and Regulations and Standards of Ethics* for the ARRT to suspend or revoke my certification and registration.

As an inducement to the Ethics Committee and the ARRT to postpone a final determination with respect to the circumstances referred to above, I hereby request to enter into an Alternative Disposition Agreement [herein Agreement] with the Ethics Committee and the ARRT. I hereby request that the Ethics Committee and ARRT approve the Agreement regarding this matter upon the terms and conditions which follow.

I agree that this Agreement and all terms and conditions herein, shall remain in full force and effect and shall be binding upon me until such time as the Ethics Committee, in its sole discretion, determines otherwise. I agree to provide the following information as stated below or when otherwise requested:

### GENERAL REQUIREMENTS

1. I agree that I will submit to ARRT:
  - a. a notarized statement signed by me stating that I have read, understand, and am currently in compliance with the *ARRT Rules and Regulations and Standards of Ethics*. Due within 30 days after signing this Agreement, and thereafter, annually, to be received in the ARRT office no later than May 31<sup>st</sup> of each year;
  - b. a notarized statement signed by me stating that I have made full disclosure of all misdemeanor or felony convictions, and charges or conditions (actual or pending) against me before any court, state, administrative agency, licensing agency, department, or other body, that occurred on or before the date I signed this Agreement and that I have no other actual or pending charges in addition to the violation(s) already reported to ARRT. Due within 30 days after signing this Agreement, and thereafter, annually, to be received in the ARRT office no later than May 31<sup>st</sup> of each year;

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Received Time Oct. 10. 2019 1:38PM No. 0015

- c. documentation from any and all employers in the healthcare profession that verifies that I have notified and provided them with a copy of this Agreement. **Due within 30 days from the date I sign this Agreement and within 30 days of any new or additional employment in the healthcare profession.**

### STATE LICENSURE REQUIREMENTS

2. Furthermore, I understand and agree:

- a. that I will submit a notarized statement signed by me stating that I hold a valid state license, if state licensure is required. **Due within 30 days from the date I sign this Agreement and thereafter, annually, to be received in the ARRT office no later than May 31<sup>st</sup> of each year;**
- b. that I shall acquire and/or maintain a valid state license or certificate to practice, if required. Other than the current issue, any new restriction or limitation on, or suspension, revocation, or surrender of any such state license or certificate, or any imposition of probation with respect by my right to practice, must be reported to ARRT **within 30 days of the state action;**
- c. that I will provide documentation to the ARRT that I have notified and provided a copy of this Agreement to the state licensing agency of any state in which I am employed and state licensure is required. If state licensure is not required, I will provide a notarized statement, signed by me, indicating such. **Due within 30 days from the date I sign this Agreement;**
- d. that, if my license is placed under conditions, I will provide documentation from the state licensing agency of my compliance with those conditions. I will provide this information **semiannually to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year.** If the state licensing agency is unable to provide me with documentation, I will provide a notarized statement indicating my compliance with the conditions.

### COURT REQUIREMENTS

3. Furthermore, I understand and agree:

- a. that if my court probation is **supervised/reporting**, I will provide the following:
  - documentation from my Probation Officer stating whether or not I am in compliance with those terms and conditions and indicating the date on which my probation or is scheduled to terminate. **Due within 30 days from the date I sign this Agreement and thereafter, semiannually, to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year;**

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- b. that if my court probation is **unsupervised/summary/non-reporting**, or if my probation is transferred, I will provide the following:
  - a notarized statement signed by me indicating whether or not I am in compliance with those terms and conditions and indicating the date on which my probation is scheduled to terminate. **Due within 30 days from the date I sign this Agreement and thereafter, semiannually, to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year;**
- c. documentation indicating that all terms and conditions of probation have been met. **Due within 30 days of completion of all court conditions.**

**SUBSTANCE ABUSE REQUIREMENTS**

4. Furthermore, I understand and agree that I will:
  - a. provide, upon request of the Ethics Committee at any time during the period of this Agreement, a current substance abuse evaluation signed by an individual properly credentialed to provide substance abuse and/or relapse evaluation such as a member of the American Board of Addiction Medicine, documentation of the evaluation, and any recommendations for treatment based on full disclosure of my substance abuse history and/or relapse. This is to include such person's clinical opinion as to my diagnosis and prognosis, whether or not I have any mental or emotional illness, defect, disease, disorder, or other impairment that might prevent me from performing my professional duties and responsibilities as a radiologic technologist in a manner that is consistent with the standards of the profession, and with due consideration for the care, safety, and comfort of patients;
  - b. provide documentation of my active regular participation in a substance abuse program relevant to my nonconformity with the *ARRT Rules and Regulations and Standards of Ethics*. **Due within 30 days from the date I sign this Agreement and thereafter, semiannually, to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year.** In the event of the discontinuation of my participation in such a program, I will provide documentation of my successful completion;
  - c. provide documentation of any positive alcohol and/or drug screen **within 10 days of the screen;**
  - d. provide documentation of any relapse **within 10 days of the occurrence.** I understand that failure to report a relapse within 10 days is grounds for immediate revocation of my ARRT certification and registration, and that no hearing or appeal will be allowed;

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- e. submit to drug and/or alcohol screening upon the request of the ARRT. I understand that specimen collection must take place within 24 hours of the time of letter delivery. The request will be sent FedEx. (The FedEx carrier does NOT require a signature for delivery. For packages not requiring a signature, the carrier will leave them at the door, or other secure location. If the time of delivery is not noted on the FedEx envelope, you may access the FedEx website which allows you to enter the tracking number, found on the Airbill, to determine the time of delivery. Please note, while under the Alternative Disposition Agreement you may at any time be selected for an alcohol/drug screen. It is your responsibility to check for such request to ensure your compliance with the specimen collection timeframe. FedEx will not deliver to a P.O. Box in which case you will need to provide ARRT with an alternate address, if applicable.)

The screen result must be provided to the ARRT directly from the laboratory or physician office within 10 days of the date of collection. I understand that I will be responsible for all fees associated with the drug and/or alcohol screen. I understand that a failed drug and/or alcohol screen is grounds for immediate revocation of my ARRT certification and registration, and that no hearing or appeal will be allowed. I further understand that any drug and/or alcohol screen results submitted that are listed as abnormal, including, but not limited to, negative-dilute or inconclusive, may be considered a non-negative result and may also be grounds for immediate revocation of my ARRT certification and registration or a determination of ineligible, if applicable, by the Ethics Committee.

- **Within 30 days from the date I sign this Agreement, I will provide the ARRT with written documentation that I have located a collection site that I will utilize for my drug and/or alcohol screens. This documentation must include the name and contact information of the collection site;**
- f. provide documentation of my active regular participation (no less than once a week) in AA/NA. Documentation of your attendance is required in the form of an attendance log. For each meeting, the log should reflect the name of the meeting, date of the meeting, and a signature of one other attendee confirming your attendance. **Due within 30 days from the date I sign this Agreement and thereafter, semiannually, to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year;**
- g. provide documentation from my employer indicating my compliance with any Return to Work Agreement or EAP requirements. **Due within 30 days from the date I sign this Agreement and thereafter, semiannually, to be received in the ARRT office no later than May 31<sup>st</sup> and November 30<sup>th</sup> of each year.** If I am not in such a program, I will provide a notarized statement, signed by me, indicating such. If I enter into such a program subsequent to signing this Agreement I will send notification within 30 days of entering the program.

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**ADDITIONAL REQUIREMENTS**

5. Furthermore, I agree:

- a. that any misrepresentation in this document or in any of the documents required as part of this Agreement, in any application, or other document or information, whether incomplete or inaccurate, that I submit to the ARRT will result in immediate revocation of my certification and registration and without any further action under the Administrative Procedures of the *ARRT Standards of Ethics*;
- b. that I am bound by the terms and conditions of the Agreement and must maintain certification and registration for the duration of this Agreement;
- c. that if I fail for any reason or in any respect to comply fully, in a manner and timeframe acceptable to the Ethics Committee, with any of the foregoing terms, conditions, and due dates of this Agreement, or if at any time during the period of this Agreement I am not in conformity with the *ARRT Rules and Regulations* or violate any of the *ARRT Standards of Ethics*, the Ethics Committee shall have the absolute right, in its sole discretion, effective at the time specified by the Ethics Committee, and without any further action under the Administrative Procedures of the *ARRT Standards of Ethics*, to suspend or revoke my certification and registration or determine me ineligible for reinstatement;
- d. that I agree to provide immediate written notice to the Ethics Committee and will include copies of all related documentation of any new misdemeanor or felony charges or convictions, probation violations, civil charges or rulings, or any other new conditions or allegations against me, which, if true, would indicate my nonconformity with the *ARRT Rules and Regulations* or a violation of the *ARRT Standards of Ethics*;
- e. that I shall immediately provide the ARRT office, in the form of a notarized statement that has been signed by me, notification of the occurrence of any event that would render any of my submissions required in this Agreement untrue, inaccurate, or incomplete in any respect. With this notification, I will also provide all of the details with respect to such events;
- f. that upon notification of the occurrence of any event of my non conformity with the Agreement, that the Ethics Committee, in its sole and absolute discretion, may re-negotiate the terms and conditions of this Agreement.

For all purposes of this Agreement, the term "the date of this Agreement" means the date below is the date on which I have signed this Agreement, and all references herein to *ARRT Rules and Regulations* and *Standards of Ethics* mean such documents as presently in effect and as hereafter amended.

REC'D A.R.R.T./ETHICS

OCT 10 2019

Sophia R. Zeigfinger

ARRT# 523139

Dated 10/9, 2019.

[Signature]  
(signature)

Sophia Zeigfinger  
(printed name)

90 Potter Lane #301  
(street address)

Enfield, NH, 03748  
(city, state, ZIP)

523139  
(ARRT ID number)

**For Office Use Only:**

The foregoing Alternative Disposition Agreement is accepted and agreed to on behalf of the Ethics Committee of the Board of Trustees of The American Registry of Radiologic Technologists on the 11<sup>th</sup> day of October, 2019.

By [Signature]  
As Authorized by the Ethics Committee

(Rev.01/2019)

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