

English	This document is important and should be translated immediately.
Español	Este documento es importante y debe ser traducido de inmediato.
Português	Este documento é importante e deve ser traduzida imediatamente.
Italiano	Questo documento è importante e deve essere tradotto immediatamente.
Ελληνικά	Το έγγραφο αυτό είναι σημαντικό και θα πρέπει να μεταφράζεται αμέσως.
Français	Ce document est important et doit être traduit immédiatement.
中文	这份文件是重要的，应当立即转换。
Tiếng Việt	Văn bản này rất là quan trọng và nên được dịch lại ngay lập tức.

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION
OF PSYCHOLOGISTS

In the Matter of)	
Bambi M. Rattner, Psy.D.)	
License No. 7531-PR)	Investigative Intake Record No.
)	2018-000496-IT-ENF

CONSENT AGREEMENT

The Massachusetts Board of Registration of Psychologists (hereinafter the "Board") and Bambi M. Rattner, Psy.D. (hereinafter "Respondent") do hereby stipulate and agree that the following information shall be entered into and become a permanent part of the Respondent's file, which is maintained by the Board:

1. The Respondent voluntarily agrees to enter into this Consent Agreement (hereinafter "Agreement") with the Board in resolution of the allegations stated in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF.
2. The Respondent acknowledges and admits that she provided psychological services in trauma therapy to a minor child in connection with a court order. The Respondent acknowledges and admits that based upon allegations contained in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF, if the matter went to hearing, the Board could find that the Respondent took on a child custody evaluator role when her financial interests and her relationship with the minor child's father and/or stepmother impaired her impartiality, competence and effectiveness, which exposed the minor child to harm; and that despite this conflict of interest and/or multiple relationship, she failed to clarify, modify and/or withdraw from said role. The Respondent acknowledges and admits that based upon allegations contained in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF, if the matter went to hearing, the Board could find that in providing psychological services to the minor child, she reinforced a false trauma and failed to address an actual trauma caused by the minor child's father and/or stepmother, causing harm to the minor child; and caused further harm to the minor child due to the length and rigor of treatment. The Respondent further

acknowledges and admits that based upon allegations contained in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF, if the matter went to hearing, the Board could find that the Respondent conducted inadequate examinations of the minor child and his mother to support a diagnosis and recommendations. The Respondent acknowledges and admits that based upon allegations contained in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF, if the matter went to hearing, the Board could find that the Respondent misinterpreted the assessment results as to the cause and nature of the minor child's trauma, basing a treatment plan on said misinterpreted assessments. The Respondent acknowledges and admits that based on the above, if the matter went to hearing, the Board could find that her conduct is in violation of American Psychological Association's Ethical Principles of Psychologists and Code of Conduct (hereinafter "APA Code") Standards 3.04, 3.05, 3.06, 9.01(b), 9.06, and 10.02(b), as adopted by the Board pursuant to 251 CMR 1.10(1), which if the matter went to hearing and the Board found the Respondent in violation of said APA Code Standards, she could be subject to disciplinary action by the Board under G.L. c. 112, §§ 61 and 128(b) and (h).

3. The Board agrees that in return for the Respondent's execution and successful compliance with the terms of the Agreement, the Board will not further prosecute the allegations arising against the Respondent as stated in the Complaint in Investigative Intake Record No. 2018-000496-IT-ENF. Any and all rights of the Board to take action within the scope of its authority are expressly reserved if Respondent fails to comply with her requirements under this Agreement and in regards to any further complaints filed with the Board.
4. The Respondent understands and agrees that this Agreement, in lieu of a disciplinary hearing, is a final act, which is not subject to reconsideration, appeal or judicial review. She hereby waives her right to an administrative hearing relative to this matter. The Respondent also waives her right to appeal this administrative action under the provisions of G.L. c. 30A or any other related law.
5. The Respondent acknowledges that this Agreement is a matter of public record, and that upon its Effective Date, the Board may forward a copy of this Agreement to any interested party or agency, including the equivalent licensing boards of other states or to any other individual or entity as permitted or required by law.
6. It is the desire and intent of the Respondent and the Board to completely resolve this matter without a hearing conducted before the Board pursuant to G.L. c. 30A and 801 CMR 1.00 et seq.
7. The Respondent understands and agrees that the Board shall place her license, License No. 7531-PR, on **PROBATION** for a period of at least two (2) years (hereinafter "Probation Period"), effective as of the Effective Date of this Agreement.

8. During the Probation Period, the Respondent understands and agrees that her practice shall be supervised and monitored by a Board-approved licensed psychologist (hereinafter "Supervising Psychologist") with expertise in family systems, high conflict divorces, assessments and risk management, who will engage in supervision of the Respondent's practice as a psychologist under this Consent Agreement in accordance with 251 CMR 1.09(3). The Respondent understands and acknowledges that she may have no prior professional, personal or business relationship with the proposed Supervising Psychologist which may, in the judgment of the Board, interfere with the Supervising Psychologist's ability to exercise objective judgment. The Respondent understands and agrees that prior to proposing any candidate for approval as Supervising Psychologist, she must provide the candidate with a copy of this Agreement. The Respondent further understands and agrees that prior to the Board's approval of a candidate for Supervising Psychologist, said candidate may be required to personally appear with the Respondent before the Board and/or a subcommittee of its members.
9. The Respondent understands and agrees that during the Probation Period, she shall participate in 50 minute sessions with the Supervising Psychologist. Said sessions will focus on issues raised in Paragraph 2 of this Agreement and shall commence within ten (10) days of the Respondent's receipt of notice of the Board's approval of the Supervising Psychologist. Said sessions shall continue thereafter on a weekly basis throughout the Probation Period with no fewer than forty-eight (48) sessions in any fifty-two (52) week period and shall continue for a total of ninety-six (96) sessions during the Probation Period. If the Respondent has no cases relevant to the issues raised in Paragraph 2, above, the number of sessions per fifty-two (52) week period may be modified. However, the Respondent understands and agrees that she shall participate in a minimum of ninety-six (96) sessions.
10. The Respondent authorizes and consents to the Supervising Psychologist's discussion and disclosure to the Board, and to its agents/employees, information relevant to the Respondent's practice of psychology, including but not limited to, the Respondent's competence and compliance with this Agreement. The Respondent also agrees and understands that the Supervising Psychologist may and shall notify the Board in writing if in the Supervising Psychologist's professional opinion, any aspect of the Respondent's conduct or practice during the Probation Period poses a risk or potential for harm to a client or puts the well-being of any client(s) at risk.
11. The Respondent understands and agrees that she shall be responsible for ensuring that the Supervising Psychologist submits written reports on a quarterly basis and a final written report to the Board upon the Respondent's submission of a written Petition to terminate the Probation Period in accordance with paragraph 16, below. All reports submitted by the Supervising Psychologist, both quarterly and final, shall provide information regarding the ongoing supervision and the issues addressed therein, including but not limited to, the Respondent's compliance,

participation and progress, and further, shall include the Supervising Psychologist's recommendations, if any, for provision of other or further personal and/or professional support.

12. The Respondent understands and agrees that she and/or the Supervising Psychologist may be required to appear personally before the Board and/or a subcommittee of the Board for the purpose of addressing issues of and relating to the Respondent's practice and performance during the Probation Period.
13. During the Probation Period, the Respondent understands and agrees that in addition to regular continuing education units taken for the renewal of her license, she will complete a total of six (6) Board-approved continuing education units in the areas of family systems, high conflict divorces, assessments and risk management. These continuing education units shall *not* be counted towards the Respondent's required continuing education courses to maintain licensure. The Respondent shall submit written verification to the Board that she has successfully completed said courses along with a copy of this Agreement upon submission of her Petition to terminate the Probation Period, described in paragraph 16, below.
14. The Respondent understands and agrees that she shall be responsible for ensuring that required sessions take place and for the Supervising Psychologist's timely and adequate performance in his or her role; and shall promptly notify the Board of the Supervising Psychologist's inability and/or failure to perform or continue in the role of Supervising Psychologist.
15. The Respondent understands and agrees that she shall be responsible for all costs and expenses of performance and compliance with the terms and requirements of this Agreement, including, without limitation, the cost and expense of the Supervising Psychologist's time and services with the Respondent, in preparing and issuing written reports to the Board, in making personal appearances before the Board and in otherwise providing information to the Board.
16. The Respondent understands and agrees that she shall petition the Board in writing to terminate the Probation Period (hereinafter "Petition"). Said Petition must be accompanied by a copy of this Agreement and may be submitted no earlier than twenty-two (22) months from the Effective Date of this Agreement. The Respondent understands and agrees that she and/or the Supervising Psychologist may be required to appear before the Board subsequent to the submission of the written Petition to terminate the Probation Period. Furthermore, the Respondent understands and agrees that, in the absence of an express written order of the Board to the contrary, any Petition shall be subject to the procedures and substantive requirements stated in 251 CMR 3.10(3), including but not limited to, documentation requirements stated therein. The Respondent understands and agrees that upon submission of a written Petition, she shall have the burden of establishing that she has fulfilled all requirements

and/or conditions contained in this Agreement and that termination of the Probation Period is in the best interests of the public health, safety and welfare.

17. The Respondent agrees to comply with all requirements contained in this Agreement and all laws and regulations governing the psychology profession in the Commonwealth of Massachusetts.
18. The Respondent understands and agrees that her failure to comply with the terms of this Agreement shall constitute a violation of the Probation Period and this Agreement and further, shall constitute grounds for disciplinary action by the Board. Upon receiving evidence of the Respondent's failure to comply with any conditions and/or requirements contained herein, the Board may commence an adjudicatory proceeding and/or take any other action(s) within its authority.
19. The Respondent states that she has used legal counsel in connection with her decision to enter into this Agreement, or if she has not used legal counsel, that such decision was freely made.
20. The Respondent certifies that she has read this document entitled "Consent Agreement" and understands its terms. The Respondent understands that she has the right to a formal hearing concerning the allegations against her and that during said adjudication, 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, to appeal to the courts, and all other rights set forth in the State Administrative Procedure Act, G.L. c. 30A, and the Standard Adjudicatory Rules of Practice and Procedure, 801 CMR 1.00 et seq. The Respondent further states that she understands that by executing this document entitled "Consent Agreement," she is knowingly and voluntarily waiving her right to a formal hearing and to all of the above-listed rights attendant thereto.

21. The Respondent understands that this Consent Agreement is subject to final Board approval. Thus, the Respondent understands that this Agreement will not become effective until the Board formally approves it. The "Effective Date" of this Agreement shall be the date it is signed by the Board.

Bambi M. Rattner, Psy.D.

Bambi M. Rattner, Psy.D., Respondent
License No. 7531-PR

6/25/18

Date

Erin M. LeBel, Ex Dir

Erin M. LeBel, Executive Director
Board of Registration of Psychologists

6/26/18

EFFECTIVE DATE