

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

Board of Registration in Medicine
Docket Nos. 24-620

In the Matter of)
MICHAEL RATER, M.D.)
BRN 81171)
_____)

VOLUNTARY AGREEMENT NOT TO PRACTICE MEDICINE

This Agreement is entered into between the Board of Registration in Medicine (Board) and the physician, **MICHAEL RATER, M.D.** (physician).

1. The physician agrees to cease the practice of medicine in the Commonwealth of Massachusetts effective immediately.
2. The Board agrees that it will not take action to summarily suspend the physician's license on the basis of information known to the Board as of the date concerning the docketed complaints set forth in the caption of this Agreement except as provided in paragraph 7.
3. The physician and the Board agree that this Agreement will remain in effect until the Board determines that this Agreement should be modified or terminated; or until the Board takes other action against my license to practice medicine; or until the Board takes final action on the docketed complaints set forth in the caption of this Agreement.
4. The physician is entering this Agreement voluntarily.
5. The physician understands and agrees that this Agreement is a public document and may be subject to a press release or disclosure as required under Massachusetts public records law.
6. The physician understands and agrees that this action is non-disciplinary, but will be reported by the Board to the appropriate federal data banks and national reporting organizations, including the National Practitioner Data Bank and the Federation of State Medical Boards.
7. The physician understands and agrees that any violation of this Agreement shall be prima facie evidence for immediate summary suspension of the physician's license to practice medicine, notwithstanding the provisions of paragraph 2.

8. The physician understands and agrees that by voluntarily agreeing not to practice medicine in the Commonwealth of Massachusetts pursuant to this Agreement, the physician does not waive any right to contest any allegations brought against the physician by the Board and the physician's signature on this Agreement does not constitute any admissions on the physician's part. Nothing contained in this Agreement shall be construed as an admission or acknowledgment by the physician of wrongdoing of any kind in the practice of medicine or otherwise.
9. The physician agrees to notify all active private practice patients in writing, by phone and email that the physician's practice is presently closed and will remain closed during the pendency of this Agreement. The physician further agrees to post a sign at the entrance of the practice and update the practice's outgoing voicemail message and any websites to reflect that the physician is not presently practicing medicine.
10. The physician agrees to have staff available to provide copies of medical records for private practice patients who request them. The physician further agrees to notify patients in writing and by email of the process for obtaining requested records.
11. The physician agrees to facilitate the transfer of care of the physician's active private practice patients to another provider. For patients who do not require continual follow-up, the physician agrees to provide information about options for transferring care. For patients who need continual follow-up, the physician agrees to provide a specific referral to another physician who is suitable with respect to practice specialty and has the ability to accept new patients.
12. The physician agrees to provide a complete copy of this Agreement, within twenty-four(24) hours of notification of the Board's acceptance of this Agreement, by certified mail, return receipt requested, or by hand delivery to the following designated entities: any in-state or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which I practice medicine; any in-state or out-of-state health maintenance organization with which I have privileges or any other kind of association; any state agency, in-or-out-of-state, with which I have a provide contract; any in-state or out-of-state medical employer, whether or not I practice medicine there; the Drug Enforcement Administration Boston Diversion Group; Massachusetts Department of Public Health Drug Control Program; and the state licensing boards of all states in which I have any kind of license to practice medicine. I will certify to the Board within seven (7) days that I have complied with this directive. The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above or any other affected entity, of any action it has taken.
13. This Agreement represents the entire agreement between the parties at this time.

Michael Rater, MD

Michael Rater, M.D.
Licensee

October 22, 2024

October 22, 2024

Accepted by the Board of Registration in Medicine this 23rd_ day of October, 2024.

[Signature]

Booker T. Bush, M.D.
Board Chair or Designee

Ratified by the Board of Registration in Medicine this 24th_ day of October, 2024.

[Signature]

Booker T. Bush, M.D.
Board Chair or Designee