

BEFORE THE KANSAS DENTAL BOARD

*In The Matter Of* )  
 )  
Anthony Robert Rizzuti, D.D.S. )  
Applicant )  
\_\_\_\_\_ )

Case No. 24-3



**SUMMARY ORDER OF DENIAL**

Anthony Robert Rizzuti, D.D.S. (“Rizzuti”) has submitted an Application by Credential to the Kansas Dental Board (the “Board”) for a Kansas license to practice dentistry. After considering the application, matters contained in the Board’s files, the results of an investigation and other matters brought to the Board’s attention, the Board’s Investigation Member enters the following Summary Order of Denial.

**I. FINDINGS OF FACT**

1. The Missouri Dental Board previously issued Rizzuti Missouri Dental License #2006020656.
2. On July 8, 2010, Rizzuti pled guilty and was convicted of one count of possession of child pornography, 18 USC 2252(A)(A)(5)(B), a felony, in the U.S. District Court for the Eastern District of Missouri. Rizzuti was sentenced to 72 months incarceration followed by lifetime of supervised release.
3. The conditions of Rizzuti’s lifetime supervised release include the requirements that Rizzuti shall comply with the requirements of the Sex Offender Registration and Notification Act; that Rizzuti shall not leave the judicial district without permission of the court or probation officer; that Rizzuti shall participate in a sex-offender treatment program; that Rizzuti shall be prohibited from contact with children under the age of 18 without prior written permission of the probation officer; and that Rizzuti shall be prohibited from engaging in any

occupation, business, profession or volunteer work where he has access to children under the age of 18 without prior written approval from the probation officer.

4. Missouri sought discipline of Rizzuti's Missouri Dental License and on February 3, 2014, Rizzuti entered into a Settlement Agreement between Missouri Dental Board and Anthony R. Rizzuti, D.D.S. (Missouri Settlement Agreement attached as Exhibit 1 and incorporated herein by reference) wherein Rizzuti's dental license was suspended until January, 2016, followed by a period of probation for five years during which his license was restricted.

5. On January 18, 2021, Rizzuti's Missouri dental license was restored to full, active and unrestricted status.

6. On December 5, 2023, Rizzuti submitted his Application by Credential to the Kansas Dental Board seeking a Kansas license to practice dentistry in the State of Kansas in which he disclosed his criminal and disciplinary history.

7. An investigation of the Application by Credential has been conducted and as a result, the Board's Investigation Member has determined that probable cause exists to conclude that Rizzuti has been convicted of a felony involving moral turpitude and Rizzuti has failed to show that he has been sufficiently rehabilitated to warrant the public trust and Rizzuti's Missouri license to practice dentistry has been subjected to disciplinary action.

## **II. CONCLUSIONS OF LAW AND FACT**

1. K.S.A. 65-1436(a)(9) provides that the Board may refuse to issue a license to practice dentistry when an applicant has been convicted of a felony or a misdemeanor involving moral turpitude in any jurisdiction and the licensee fails to show that the licensee has been sufficiently rehabilitated to warrant the public trust.

2. K.S.A. 65-1436(a)(18) provides that the Board may refuse to issue a license to practice dentistry when the licensee has had a license to practice dentistry revoked, suspended or limited, has been censured or has had other disciplinary action taken, has had an application for license denied, or voluntarily surrendered the license after formal proceedings have been commenced by the proper licensing authority or another state, territory or the District of Columbia or other country, a certified copy of the record of the action of the other jurisdiction being conclusive evidence thereof.

### **III. ORDER**

Based upon the foregoing, the application by credential of Rizzuti for a Kansas dental license is denied.

### **IV. NOTICES**

Rizzuti is hereby notified as follows:

1. Rizzuti may request a hearing pursuant to the Kansas Administrative Procedures Act by filing a written request with the Kansas Dental Board at 900 S.W. Jackson St., Room 455-S, Topeka, Kansas 66612 within fifteen (15) days of the date of service of this order.

2. If a hearing is not requested as described above, the order denying Rizzuti's application by certification shall become a final order of the Board, effective upon the expiration of the time to request a hearing.

3. Within fifteen (15) days after entry of a final agency order, either party may file a petition for reconsideration pursuant to K.S.A. 77-529.

4. Within the time limits established in K.S.A. 77-613, either party may seek judicial review of a final agency order, pursuant to said statute. The agency officer designated to receive service of a petition for judicial review is:

B. Lane Hemsley  
Executive Director  
Kansas Dental Board  
900 S.W. Jackson Street, Room 455-S  
Topeka, KS 66612

IT IS SO ORDERED.

1-16-2024

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Date

*Jill Ellner*

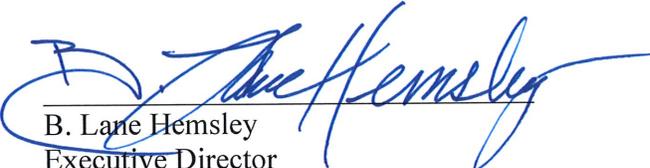
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JILL ELLNER, D.D.S.  
Investigation Member  
Kansas Dental Board

**CERTIFICATE OF SERVICE**

I hereby certify that I did, on the 17<sup>th</sup> day of January, 2024, deposit in the United States mail, postage prepaid, certified return receipt requested, a copy of the foregoing SUMMARY ORDER OF DENIAL, properly addressed to the following:

Anthony Robert Rizzuti  
1125 Talbridge Way  
Saint Charles, MO 63303

  
B. Lane Hemsley  
Executive Director  
Kansas Dental Board

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD  
AND ANTHONY R. RIZZUTI, D.D.S.**

Come now Anthony R. Rizzuti, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to him.

The Board has received and reviewed the record of the proceedings before the Administrative Hearing Commission and the Decision of the Administrative Hearing Commission. The record of the Administrative Hearing Commission is incorporated herein by reference in its entirety.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 2006020656 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

**Joint Stipulation of Fact and Conclusions of Law**

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 332.
2. Licensee Anthony R. Rizzuti, D.D.S. is licensed by the Board as a dentist, License No. 2006020656. Licensee's Missouri license expired due to non-renewal on November 30, 2012.

<sup>1</sup> All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

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**EXHIBIT 1**

3. On or about June 25, 2012, the Board filed a complaint before the Missouri Administrative Hearing Commission (AHC) seeking to discipline Licensee's license as a result of Licensee's plea of guilty to felony possession of child pornography in the United States District Court, Eastern District of Missouri. On or about August 8, 2012, the Board filed an amended complaint. Licensee filed his answer to the complaint on September 14, 2012. On or about February 26, 2013, the Board filed a motion for summary decision, accompanied by a statement of uncontested material facts and suggestions in support of the motion. On or about March 21, 2013, Licensee filed suggestions in opposition to the motion for summary decision, accompanied by affidavits from Licensee and two licensed psychologists, and a motion to strike certain statements in the Board's statement of uncontested material facts. On or about April 5, 2013, the Board filed suggestions in opposition to Licensee's motion to strike.

4. On or about May 29, 2013, the AHC issued its decision, finding cause to discipline Licensee's license pursuant to § 332.321.2(2), RSMo in in *Missouri Dental Board v. Anthony Rizzuti, D.D.S.*, Case No. 12-1158 DB.

5. The Board hereby adopts and incorporates by reference the findings of fact contained in the May 29, 2013 Decision of the Administrative Hearing Commission in *Missouri Dental Board v. Anthony Rizzuti, D.D.S.*, Case No. 12-1158 DB in their entirety.

6. This Board has jurisdiction over this proceeding pursuant to §§ 621.110 and 332.321.3, RSMo.

7. The Board expressly adopts and incorporates by reference the conclusions of law contained in the Decision issued by the Administrative Hearing Commission dated May 29, 2013, in *Missouri Dental Board v. Anthony Rizzuti, D.D.S.*, Case No. 12-1158 DB, finding cause to discipline Respondent's license pursuant to § 332.321.2(2), RSMo.

8. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Decision dated May 29, 2013, Respondent's dental license is subject to disciplinary action by the Board pursuant to § 332.321.2(2), RSMo.

9. Cause exists for the Board to take disciplinary action against Licensee's license under § 332.321.2(2), RSMo, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any

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person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution pursuant to the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated pursuant to this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or any offense involving moral turpitude, whether or not sentence is imposed[.]

10. The Board has determined that this Order is necessary to ensure the protection of the public.

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo:

11. The terms of discipline shall include that at such time as Licensee is able to fulfill the requirement for renewal of his license of holding current certification in basic life support (BLS) or advanced cardiac life support (ACLS), or certification equivalent to BLS or ACLS, Licensee shall make application with the Board to renew his license. At such time as the Board renews Licensee's license, it shall be **SUSPENDED** for a period to **end January 16, 2016**. Immediately thereafter, Licensee's license shall be placed on **PROBATION** for a period of **FIVE (5) years**. The entire period of suspension and probation shall constitute the disciplinary period. During Licensee's probation, Licensee shall be entitled to engage in the practice of dentistry under Chapter 332, RSMo, provided he adheres to all of the terms of his Settlement Agreement.

I. SPECIFIC REQUIREMENTS

- A. Licensee will notify the Board of all conditions imposed under federal supervision on release.
- B. Licensee will comply with all conditions of federal supervision.
- C. Licensee will notify Board of any changes to conditions of federal supervision when they occur.
- D. Licensee will notify Board of any request by Licensee for changes to conditions of federal supervision.
- E. Licensee will notify Board of any request by Licensee for termination of federal supervision. Under current order, lifetime supervision is provided for but it may be terminated on order of court.
- F. Licensee cannot set up solo practice of dentistry.

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DEC 07 2023

Kansas Dental Board

- G. The Board will approve the dental practice/office at which Licensee will provide care. Licensee's status at dental practice (employee or contract) will be determined by the standard arrangement within that dental practice.
- H. Licensee will notify Board of intent to change dental practice and receive its approval before the change becoming effective.
- I. Approval of initial, or changes to, dental practice will not be unreasonably withheld by Board.
- J. Licensee will notify the proposed dental practice(s) of conviction, the terms of his Board probation, and the conditions of his federal supervision.
- K. The dental practice will notify Board that it agrees to Licensee practicing there; that it has been notified of Licensee's conviction, the terms of his Board probation, and the conditions of his federal supervision; and that it will monitor and enforce the terms of Board probation and conditions of federal supervision.
- L. The dental practice will appoint a mentor/monitor for Licensee who will be responsible for overseeing the practice of Licensee and his compliance with his terms of Board probation, and conditions of federal supervision. The mentor/monitor will be approved by the Board.
- M. Licensee will not treat or provide care to patients under the age of 18.
- N. Licensee will not have contact with patients or others on the premises under the age of 18. Contact does not include passing through an area of the premises where persons under the age of 18 are present, such as patient waiting rooms, treatment areas and operatories.
- O. In the event that federal supervision would allow Licensee to treat or provide care to patients under the age of 18, or to be in contact with persons under the age of 18 who are on the dental practice premises, Licensee will not treat, provide care to, or have contact with such persons without the Board specifically approving such, and imposing whatever conditions it deems necessary related to that treatment, care or contact.
- P. Licensee will obtain prior informed consent of all patients treated by him. Such consent will consist of notification of his conviction; of the patient's right to not be treated by Licensee; and that the patient can either: (i) see another practitioner in the dental practice, (ii) be referred to a dentist outside the practice or (iii) find another dentist on their own.
- Q. In treating or providing care to patients, another caregiver will be present with Licensee and the patient. Short term absences of the other caregiver from the room for purposes solely related to the care being given are allowed.
- R. Licensee will have access to a single dedicated computer which has access to the internet. If federal supervision requires monitoring of this computer, that software will be installed and the Board will not monitor the computer on its own. If Licensee receives inquiry or concern from the federal Probation Office concerning a site(s) visited by Licensee on the computer, Licensee will notify the Board of such and the resolution of the matter. If federal supervision does not require monitoring of this computer, the Board may, in its sole discretion, require monitoring or other software of its designation and have the right to monitor the internet usage of that computer.
- S. In accessing digital patient records, Licensee will only access them from a closed network on the dental practice premises which cannot access the internet. Licensee will not have access and will not make access to such records from a remote location.

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DEC 07 2023

Kansas Dental Board

T. Any monitoring software required to be installed on computers which Licensee can access will not be able to access confidential and private patient records. It is contemplated that federal monitoring software will not be installed on the access points to the closed network for digital patient records. If federal monitoring software is required to be placed on these access points, the Board will be advised of the fact and assurances provided to the Board's satisfaction that confidential and private patient information cannot be accessed through that monitoring software.

U. Licensee will comply with all federal and state sex offender statutes applicable to him. Copies of his original registration and any changes will be provided to the Board.

## II. GENERAL REQUIREMENTS

A. Licensee shall meet with the Board or its representatives at such times and places as required by the Board after notification of a required meeting.

B. Licensee shall submit reports to the Missouri Dental Board, P.O. Box 1367, Jefferson City, Missouri 65102, stating truthfully whether he has complied with all the terms and conditions of this Settlement Agreement by no later than January 1 and July 1 during each year of the disciplinary period.

C. Licensee shall keep the Board apprised of his current home and work addresses and telephone numbers. Licensee shall inform the Board within ten days of any change of home or work address and home or work telephone number.

D. Licensee shall comply with all provisions of the Dental Practice Act, Chapter 332, RSMo; all applicable federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri and all other states and territories of the United States.

E. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other board requirements necessary to maintain Licensee's license in a current and active state.

F. If at any time during the disciplinary period, Licensee removes himself from the state of Missouri, ceases to be currently licensed under provisions of Chapter 332, or fails to advise the Board of his current place of business and residence, the time of his absence, unlicensed status, or unknown whereabouts shall not be deemed or taken as any part of the time of discipline so imposed in accordance with § 332.321.6, RSMo.

G. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this Settlement Agreement.

H. If Licensee fails to comply with the terms of this Settlement Agreement, in any respect, the Board may impose such additional or other discipline that it deems appropriate, (including imposition of the revocation).

I. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 332, RSMo, by Licensee not specifically mentioned in this document.

## III. ADDITIONAL REQUIREMENTS

A. Licensee shall not allow his license to lapse.

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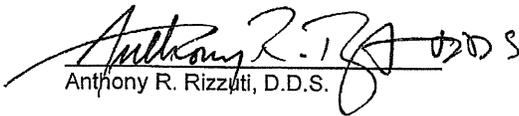
B. Licensee shall notify, within 15 days of the effective date of this Settlement Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

12. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

13. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

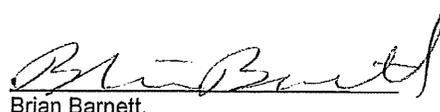
14. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

**LICENSEE**

  
Anthony R. Rizzuti, D.D.S.

Date 2/3/14

**BOARD**

  
Brian Barnett,  
Executive Director  
Missouri Dental Board

Date 2/7/14

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