

DEPARTMENT OF HEALTH,
BOARD OF MEDICAL LICENSURE AND
DISCIPLINE

BOARD OF EXAMINERS IN DENTISTRY

No. MD 10-513

No: DEN 27-10

IN THE MATTER OF:
ANTHONY R. PETITO, DDS, MD
License Numbers: DEN 02552

RETURN TO PRACTICE WITH MONITORING

The Rhode Island Board of Examiners in Dentistry and the Board of Medical
Licensure and Discipline each have determined that the Respondent is eligible to return
to Practice with monitoring. The Rhode Island Board of Examiners in Dentistry and the
Board of Medical Licensure and Discipline (collectively "The Boards") agree as follows:

Findings of Facts

1. The Respondent, Anthony R. Petito, DDS, MD, is a shareholder in Maxillofacial Surgeons Ltd, 243 Jefferson Blvd., Warwick, RI.
2. The Boards respectively entered into voluntary agreements not to practice dentistry and medicine with Respondent following allegations by staff of behavioral problems in the office.
3. The Respondent completed a forensic evaluation concerning behavioral issues performed by an evaluator chosen by the Boards. After consideration of the evaluation, the Boards have agreed that the Respondent may return to practice under the supervision of Affiliated Monitors, Inc. (hereinafter "AMI").
4. The Respondent and the Boards have agreed that a return to practice with monitoring does not reflect a final order of the Boards. It is instead an Interim Order pending the complete investigation of the Respondent's practice.

The parties agree as follows:

The Respondent is a physician and a maxillofacial surgeon with an active allopathic license No: MD 09730 and a Dental License No: DEN 02552. Respondent admits to the jurisdiction of the Boards and hereby agrees to remain under the jurisdiction of the Boards. Further:

(1) Respondent has read this "Return To Practice With Monitoring" and understands that it is a proposal of an Investigating Committee of the Boards and is subject to the final approval of the Boards. This "Return To Practice With Monitoring" is not binding on Respondent until final ratification by the Boards.

(2) Solely for the purposes of entering into this interim agreement with the Boards to return to practice with monitoring, the Respondent hereby acknowledges and waives:

- a. The right to produce witnesses and evidence in his behalf at a hearing;
- b. The right to cross examine witnesses;
- c. The right to have subpoenas issued by the Boards;
- d. The right to further procedural steps except for specifically contained herein;
- e. Any and all rights of appeal of this "Return To Practice With Monitoring";
- f. Any objection to the fact that this "Return To Practice With Monitoring" will be presented to the Boards for consideration and review;

g. Any objection to the fact that it will be necessary for the Boards to become acquainted with all evidence pertaining to this matter in order to review adequately this "Return To Practice With Monitoring";

h. Any objection to the fact that potential bias against the Respondent may occur as a result of the presentation of this "Return To Practice With Monitoring".

(3) Acceptance of this "Return To Practice With Monitoring" is an acknowledgment by the Respondent of his on-going cooperation with the multi-jurisdictional investigation and does not constitute an admission by the Respondent of the facts set forth herein.

(4) This "Return To Practice With Monitoring" shall become part of the public record of this proceeding once it is accepted by all parties and by the Boards.

(5) Failure to comply with this "Return To Practice With Monitoring", when signed and accepted, shall subject the Respondent to further disciplinary action.

(6) The Respondent hereby agrees to restrict his medical practice immediately in the following manner:

a) His medical and dental practice will be monitored as more fully set forth herein.

- b) He will retain the services of Affiliated Monitors, Inc. ("AMI") to perform the monitoring of his practice, in a manner that is agreed to by the Boards.
- c) All agreements with AMI shall be in writing and approved by the Boards.
- d) AMI shall provide a chaperone ("Chaperone") who will be present with the Respondent in all interactions he has with any patient to whom he is providing dental and medical treatment or surgery in his offices;
- e) All Chaperones shall be approved in writing by the Boards.
- f) If any Chaperone and/or AMI are provided any information that suggests that the Respondent in any way engaged in harassment, assault, inappropriate conduct, assaultive behavior, and/or inappropriate medical examinations, the Chaperone and/or AMI shall report such information within twenty-four (24) hours to the Boards and to AMI.
- g) Respondent will notify the Boards if and when his agreement with AMI is terminated and/or modified in any way.
- h) Respondent will execute any and all releases requested by the Boards to allow the Boards to verify his compliance with this Agreement.
- i) This Agreement will remain in effect until the Boards determine that this Agreement should be modified or terminated; or until the

Boards take other action against Respondent's license to practice medicine and dentistry; or until the Boards take final action on the above-referenced matter.

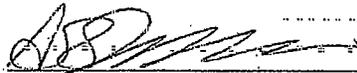
- j) Respondent is entering this Agreement voluntarily.
- k) Respondent understands that this Agreement is a public document and may be subject to a press release.
- l) Respondent understands that this action will be reported by the Boards to the Health Care Integrity and Protection Data Bank and the Federation of State Medical Boards.
- m) Respondent understands that this Agreement does not represent a final determination or action of any kind, and is not a disciplinary action. Respondent further understands that this Agreement does not preclude the Boards from taking any disciplinary action against him, including but not limited to possible summary suspension of his license to practice medicine, provided, however, that such authority is subject to my right(s) referred to in this Agreement, and by law.
- n) Any violation of this Agreement shall be prima facie evidence supporting immediate summary suspension of Respondent's license to practice medicine and dentistry.
- o) Respondent understands that by voluntarily agreeing to the practice restrictions specified in this Agreement, he does not waive his right to contest any allegations that might be brought against him by the

Boards in the future and his signature to this Agreement does not constitute any admissions on his part. Nothing contained in this Agreement shall be construed as an admission of wrongdoing of any kind in the practice of medicine or dentistry or otherwise.

- p) Respondent 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 dentistry or 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 provider contract; any in-state or out-of-state medicine or dentistry employer, whether or not I practice medicine or dentistry there; and the state licensing board of all states in which I have any kind of license to practice dentistry or medicine. Respondent will certify to the Boards within seven (7) days that he has complied with this directive. The Boards expressly reserve 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.

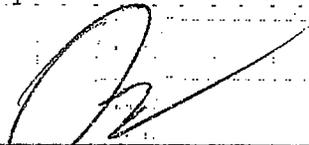
- q) This agreement represents the entire agreement between the parties at this time.
- r) The Respondent understands that the Boards may impose further restrictions on an "as needed basis" that shall be in the sole discretion of the Boards.

Signed this 31st day of January, 2011.



Anthony R. Petito, DDS, MD

For the Board of Medical Licensure and Discipline and Board of Examiners in
Dentistry



David Gifford, MD
Director of Health