



HOUSE OF REPRESENTATIVES

HB 2667

dental care; treatment; volunteer care
Prime Sponsor: Representative Cobb, LD 5

DP Committee on Health

X Caucus and COW

House Engrossed

OVERVIEW

HB 2667 allows a dental professional whose license or certification in this state is in good standing to donate dental care and treatment services for indigent and needy persons or persons living in medically underserved areas of this state.

PROVISIONS

1. Includes a dental professional's private office or the patient's place of residence as a nonprofit clinic.
2. Permits a dental professional whose license or certification in this state is in good standing to donate the person's expertise to provide dental care and treatment services for indigent and needy persons or persons living in medically underserved areas of this state pursuant to a written agreement with the Arizona Department of Health Services (ADHS) or ADHS's contractor.
3. Allows ADHS to contract with county health departments or nonprofit clinics with expertise and experience in providing free or charitable dental care and treatment services to indigent and needy persons or persons located in medically underserved areas of this state to administer the services.
4. Requires the agreement between the dental professional and ADHS or their contractor to provide:
 - a. That the agreement only applies to volunteer dental care and treatment services delivered by the dental professional to indigent and needy persons or persons located in medically underserved areas of this state.
 - b. The identity of the parties to the agreement, including the dental professional's license or certification number.
 - c. That the dental professional agrees to not receive any payment or compensation, either direct or indirect, or have the expectation of payment or compensation, for any dental care and treatment services provided to indigent or needy persons or persons located in medically underserved areas of this state under the agreement.
 - d. That the dental professional will submit annual reports to ADHS or their contractor regarding the dental care and treatment services delivered to indigent or needy persons or persons located in medically underserved areas of this state. Under the agreement, ADHS and their contractor must have access to the medical records of any patient served by the dental professional. All patient medical records and identifying information contained in the annual reports submitted to ADHS or their contractor are confidential.

- e. That ADHS or their contractor may terminate the agreement with the dental professional for appropriate cause. When terminating an agreement under this section, ADHS or their contractor must provide the dental professional with written notice of intent to terminate the agreement and the reasons for the termination at least five business days before the termination date. If the termination date is during the treatment of a patient, the termination date must be moved to the date the treatment of the patient is completed.
 - f. That the dental professional is subject to regular supervision and inspection by ADHS or their contractor with respect to dental care and treatment services provided under the agreement.
5. Requires the dental professional to report any adverse incident and information relating to treatment outcomes pertaining to a patient to ADHS or their contractor and to the State Board of Dental Examiners (Board). The Board must review the incident and determine whether it involved conduct by the dental professional that is subject to disciplinary action.
 6. States that all patient medical records and identifying information contained in adverse incident reports and treatment outcomes obtained by ADHS, their contractor or the Board are confidential.
 7. Prohibits a dental professional from submitting a claim for uncompensated care for volunteer dental care and treatment services.
 8. Defines *adverse incident*, *dental professional* and *medically underserved area*.

CURRENT LAW

A.R.S § 12-571 states that a health professional who provides medical, optometric or dental treatment, care or screening within the scope of the health professional's certificate or license at a nonprofit clinic where neither the professional nor the nonprofit clinic receives compensation for any treatment, care or screening provided at the nonprofit clinic is not liable in a medical malpractice action, unless the health professional was grossly negligent. A health professional who provides previously owned prescription eyeglasses free of charge within the professional's scope of practice through a charitable, nonprofit or fraternal organization is not liable for an injury to the recipient if the recipient or the recipient's parent or legal guardian has signed a medical malpractice release form and the injury is not a direct result of the health professional's intentional misconduct or gross negligence. Statute also defines *nonprofit clinic* and *medical malpractice release form*.