

SENATE SUBSTITUTE FOR
HOUSE BILL NO. 4865

A bill to amend 1978 PA 368, entitled
"Public health code,"
(MCL 333.1101 to 333.25211) by adding part 216.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

PART 216

MOBILE DENTAL FACILITY

SEC. 21601. (1) AS USED IN THIS PART:

(A) "ACTIVE PATIENT" MEANS A PERSON WHO HAS RECEIVED ANY TYPE
OF DENTAL CARE IN A MOBILE DENTAL FACILITY IN THE PRECEDING 24
MONTHS.

(B) "ASSESSMENT OF A PATIENT" MEANS A LIMITED CLINICAL
INSPECTION THAT IS PERFORMED TO IDENTIFY POSSIBLE SIGNS OF ORAL OR
SYSTEMIC DISEASE, MALFORMATION, OR INJURY, AND THE POTENTIAL NEED
FOR REFERRAL FOR DIAGNOSIS AND TREATMENT.

1 (C) "CLINICAL EVALUATION" MEANS A DIAGNOSTIC SERVICE PROVIDED
2 BY A DENTIST THAT INCLUDES A COMPLETE INTRA- AND EXTRA-ORAL
3 INSPECTION, MAY INCLUDE OTHER MODALITIES OF EXAMINATION TO IDENTIFY
4 SIGNS OF ORAL OR SYSTEMIC DISEASE, MALFORMATION, OR INJURY, AND MAY
5 INCLUDE THE COMPLETION OF DIAGNOSIS AND TREATMENT PLANNING TO
6 DETERMINE THE TREATMENT NEEDS OF AN INDIVIDUAL PATIENT.

7 (D) "COMPREHENSIVE DENTAL SERVICES" MEANS CLINICAL EVALUATION,
8 INCLUDING DIAGNOSIS AND TREATMENT PLANNING; IMAGERY SERVICES; AND
9 INDICATED TREATMENT THAT MAY INCLUDE PREVENTATIVE, RESTORATIVE, AND
10 SURGICAL PROCEDURES THAT ARE CONSIDERED NECESSARY FOR AN INDIVIDUAL
11 PATIENT.

12 (E) "DENTAL HOME" MEANS A NETWORK OF INDIVIDUALIZED CARE BASED
13 ON RISK ASSESSMENT, THAT INCLUDES ORAL HEALTH EDUCATION, DENTAL
14 SCREENINGS, PREVENTATIVE DENTAL SERVICES, DIAGNOSTIC SERVICES,
15 COMPREHENSIVE DENTAL SERVICES, AND EMERGENCY SERVICES.

16 (F) "DEPARTMENT" MEANS THE DEPARTMENT OF COMMUNITY HEALTH.

17 (G) "IMAGERY" MEANS VISUALIZATION OF ORAL AND FACIAL
18 STRUCTURES USING SPECIALIZED INSTRUMENTS AND TECHNIQUES FOR
19 DIAGNOSTIC PURPOSES.

20 (H) "MEMORANDUM OF AGREEMENT" MEANS WRITTEN DOCUMENTATION OF
21 AN AGREEMENT BETWEEN PARTIES TO WORK TOGETHER COOPERATIVELY ON AN
22 AGREED-UPON PROJECT OR MEET AN AGREED-UPON OBJECTIVE. THE PURPOSE
23 OF A MEMORANDUM OF AGREEMENT IS TO HAVE A WRITTEN UNDERSTANDING OF
24 THE AGREEMENT BETWEEN THE PARTIES. A MEMORANDUM OF AGREEMENT SERVES
25 AS A LEGAL DOCUMENT THAT IS BINDING AND HOLDS THE PARTIES
26 RESPONSIBLE TO THEIR COMMITMENT ALONG WITH DESCRIBING THE TERMS AND
27 DETAILS OF THE COOPERATIVE AGREEMENT. A MEMORANDUM OF AGREEMENT MAY

1 BE USED BETWEEN AGENCIES, THE PUBLIC, THE FEDERAL OR STATE
2 GOVERNMENT, COMMUNITIES, AND INDIVIDUALS.

3 (I) "MOBILE DENTAL FACILITY" MEANS EITHER OF THE FOLLOWING:

4 (i) A SELF-CONTAINED, INTACT FACILITY IN WHICH DENTISTRY OR
5 DENTAL HYGIENE IS PRACTICED THAT MAY BE TRANSPORTED FROM 1 LOCATION
6 TO ANOTHER.

7 (ii) ANY FACILITY WHERE DENTAL SERVICES ARE RENDERED USING
8 PORTABLE EQUIPMENT.

9 (J) "OPERATOR" MEANS EITHER OF THE FOLLOWING:

10 (i) AN INDIVIDUAL WITH A VALID, CURRENT LICENSE TO PRACTICE
11 DENTISTRY OR DENTAL HYGIENE IN THIS STATE WHO UTILIZES AND HOLDS A
12 PERMIT UNDER THIS PART FOR A MOBILE DENTAL FACILITY.

13 (ii) A NONPROFIT OR PROFESSIONAL CORPORATION, PROFESSIONAL
14 LIMITED LIABILITY COMPANY, PARTNERSHIP, OR ANY GOVERNMENTAL AGENCY
15 CONTRACTING WITH INDIVIDUALS LICENSED TO PRACTICE DENTISTRY IN THIS
16 STATE OR DENTAL HYGIENISTS LICENSED IN THIS STATE, WHO UTILIZES AND
17 HOLDS A PERMIT UNDER THIS PART FOR A MOBILE DENTAL FACILITY.

18 (K) "PREVENTATIVE DENTAL SERVICES" MEANS DENTAL SERVICES THAT
19 INCLUDE, BUT ARE NOT LIMITED TO, SCREENING OF A PATIENT, ASSESSMENT
20 OF A PATIENT, PROPHYLAXIS, FLUORIDE TREATMENTS, AND APPLICATION OF
21 SEALANTS. IMAGERY STUDIES ARE NOT PREVENTATIVE DENTAL SERVICES.

22 (L) "SCREENING OF A PATIENT" MEANS SCREENING, INCLUDING STATE-
23 OR FEDERALLY MANDATED SCREENING, TO DETERMINE AN INDIVIDUAL'S NEED
24 TO BE SEEN BY A DENTIST FOR DIAGNOSIS.

25 (2) IN ADDITION, ARTICLE 1 CONTAINS GENERAL DEFINITIONS AND
26 PRINCIPLES OF CONSTRUCTION APPLICABLE TO THIS PART.

27 SEC. 21603. (1) AN OPERATOR SHALL OBTAIN A PERMIT UNDER THIS

1 PART FOR A MOBILE DENTAL FACILITY BEFORE OFFERING DENTAL SERVICES
2 AT THE FACILITY.

3 (2) A MOBILE DENTAL FACILITY SHALL HAVE AN OPERATOR IN CHARGE
4 AT ALL TIMES.

5 (3) AN OPERATOR MAY CONTRACT OR EMPLOY OTHER DENTISTS, DENTAL
6 HYGIENISTS, OR DENTAL ASSISTANTS TO WORK IN A MOBILE DENTAL
7 FACILITY.

8 (4) AN OPERATOR MAY HOLD A PERMIT FOR 1 OR MORE MOBILE DENTAL
9 FACILITIES.

10 SEC. 21605. (1) AN INDIVIDUAL OR ENTITY SEEKING A PERMIT TO
11 OPERATE A MOBILE DENTAL FACILITY SHALL SUBMIT AN APPLICATION ON A
12 FORM PROVIDED BY THE DEPARTMENT.

13 (2) AN APPLICATION SUBMITTED TO THE DEPARTMENT UNDER
14 SUBSECTION (1) SHALL INCLUDE A REGISTRATION FEE IN AN AMOUNT
15 DETERMINED BY THE DEPARTMENT BUT NOT MORE THAN THE COST OF A DENTAL
16 LICENSE RENEWAL FEE.

17 (3) A PERMIT IS VALID FOR 3 YEARS AND AN APPLICATION FOR
18 RENEWAL MAY BE SUBMITTED NOT LATER THAN THE LAST DAY OF THE MONTH
19 IN WHICH THE PERMIT EXPIRES UPON SUBMISSION OF PROOF TO THE
20 DEPARTMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THIS PART. A
21 PERMIT APPLICATION THAT IS NOT TIMELY FILED IS SUBJECT TO A LATE
22 FEE IN AN AMOUNT DETERMINED BY THE DEPARTMENT AS THE ADDITIONAL
23 COST OF PROCESSING THE LATE RENEWAL, BUT NOT MORE THAN A DENTAL
24 LICENSE LATE RENEWAL FEE.

25 (4) A PERMIT SHALL NOT BE ISSUED UNLESS THE APPLYING
26 INDIVIDUAL OR ENTITY IS IN COMPLIANCE WITH ALL APPLICABLE
27 REQUIREMENTS OF THIS PART.

1 (5) A PERMIT ISSUED UNDER THIS PART IS NOT TRANSFERRABLE. IF
2 THE OPERATOR OF THE MOBILE DENTAL FACILITY CHANGES, THE PERMIT IS
3 NO LONGER VALID. HOWEVER, IF AN APPLICATION FOR A NEW PERMIT TO
4 CONTINUE OPERATING THE MOBILE DENTAL FACILITY IS SUBMITTED NOT
5 LATER THAN 30 DAYS AFTER THE CHANGE OF OPERATOR, THE FORMER PERMIT
6 IS VALID AS AN INTERIM PERMIT UNTIL THE APPLICATION IS APPROVED OR
7 DENIED, BUT NOT LONGER THAN 90 DAYS.

8 (6) THE DEPARTMENT SHALL EITHER APPROVE OR DENY AN APPLICATION
9 FOR A PERMIT UNDER THIS PART NOT LATER THAN 60 DAYS AFTER RECEIVING
10 THE APPLICATION.

11 SEC. 21607. (1) AN APPLICANT SHALL PROVIDE WITH THE
12 APPLICATION FOR A PERMIT UNDER THIS PART, AND SUBSEQUENTLY, WITHIN
13 10 DAYS AFTER A REQUEST FROM THE DEPARTMENT, ALL OF THE FOLLOWING
14 INFORMATION, AS APPLICABLE:

15 (A) A LIST OF EACH DENTIST, DENTAL HYGIENIST, AND DENTAL
16 ASSISTANT WHO WILL PROVIDE CARE AT OR WITHIN THE MOBILE DENTAL
17 FACILITY, INCLUDING, AT A MINIMUM, EACH INDIVIDUAL'S NAME, ADDRESS,
18 TELEPHONE NUMBER, AND STATE OCCUPATIONAL LICENSE NUMBER.

19 (B) A WRITTEN PLAN AND PROCEDURE FOR PROVIDING EMERGENCY
20 FOLLOW-UP CARE TO EACH PATIENT TREATED AT THE MOBILE DENTAL
21 FACILITY.

22 (C) IF THE OPERATOR DOES NOT PROVIDE FOR FOLLOW-UP SERVICES AT
23 A SITE WITHIN A REASONABLE DISTANCE FOR THE PATIENT AND IS NOT
24 EXEMPT UNDER SECTION 21611, A SIGNED MEMORANDUM OF AGREEMENT
25 BETWEEN THE OPERATOR AND AT LEAST 1 DENTIST OR PARTY WHO CAN
26 ARRANGE FOR OR PROVIDE FOLLOW-UP SERVICES AT A SITE WITHIN A
27 REASONABLE DISTANCE FOR THE PATIENT. THE MEMORANDUM OF AGREEMENT

1 SHALL STATE THAT THE CONTRACTING DENTIST OR PARTY WILL ACCEPT
2 REFERRALS OF PATIENTS TREATED AT THE MOBILE DENTAL FACILITY. THE
3 AGREEMENT TO ACCEPT A REFERRAL DOES NOT REQUIRE THE DENTIST OR
4 PARTY TO TREAT THE PATIENT.

5 (D) IF THE OPERATOR PROVIDES ONLY PREVENTATIVE DENTAL SERVICES
6 AND IS NOT EXEMPT UNDER SECTION 21611, A SIGNED MEMORANDUM OF
7 AGREEMENT FOR REFERRAL FOR COMPREHENSIVE DENTAL SERVICES BETWEEN
8 THE OPERATOR AND AT LEAST 1 DENTIST OR PARTY WHO CAN ARRANGE FOR OR
9 PROVIDE COMPREHENSIVE DENTAL SERVICES TO THE PATIENT WITHIN A
10 REASONABLE DISTANCE FOR THE PATIENT.

11 (E) PROOF OF GENERAL LIABILITY INSURANCE COVERING THE MOBILE
12 DENTAL FACILITY THAT IS ISSUED BY A LICENSED INSURANCE CARRIER
13 AUTHORIZED TO DO BUSINESS IN THIS STATE.

14 (2) AN OPERATOR SHALL MEET ALL OF THE FOLLOWING REQUIREMENTS:

15 (A) COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS,
16 REGULATIONS, AND ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THOSE
17 CONCERNING RADIOGRAPHIC EQUIPMENT, FLAMMABILITY, SANITATION,
18 ZONING, AND CONSTRUCTION STANDARDS, INCLUDING STANDARDS RELATING TO
19 REQUIRED ACCESS FOR PERSONS WITH DISABILITIES.

20 (B) MAINTAIN CONTINUOUSLY AVAILABLE AT THE MOBILE DENTAL
21 FACILITY A COMMUNICATION DEVICE FOR MAKING AND RECEIVING TELEPHONE
22 CALLS AND SUMMONING EMERGENCY SERVICES.

23 (C) MAKE IMMEDIATELY AVAILABLE, UPON REQUEST FROM ANY PERSON,
24 A COPY OF THE LICENSE OF EACH DENTIST, DENTAL HYGIENIST, OR DENTAL
25 ASSISTANT WORKING AT THE MOBILE DENTAL FACILITY.

26 (D) MAKE IMMEDIATELY AVAILABLE, AT THE MOBILE DENTAL FACILITY,
27 UPON REQUEST FROM ANY PERSON, A COPY OF THE PERMIT REQUIRED UNDER

1 THIS PART.

2 (3) THE OPERATOR OF A MOBILE DENTAL FACILITY AND THE
3 OPERATOR'S AGENTS AND EMPLOYEES SHALL COMPLY WITH ALL FEDERAL,
4 STATE, AND LOCAL LAWS, ADMINISTRATIVE RULES, REGULATIONS, AND
5 ORDINANCES APPLICABLE TO THE MOBILE DENTAL FACILITY AND TO THE
6 INDIVIDUALS AND ENTITIES THAT PROVIDE THE PREVENTATIVE DENTAL
7 SERVICES OR COMPREHENSIVE DENTAL SERVICES AT THE MOBILE DENTAL
8 FACILITY, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING
9 SANITATION, INFECTIOUS WASTE MANAGEMENT AND DISPOSAL, OCCUPATIONAL
10 SAFETY, AND DISEASE PREVENTION.

11 (4) A MOBILE DENTAL FACILITY SHALL HAVE ACCESS, WHEN
12 APPROPRIATE, TO ALL OF THE FOLLOWING FUNCTIONAL EQUIPMENT:

13 (A) AN INSTRUMENT STERILIZATION SYSTEM.

14 (B) POTABLE HOT AND COLD WATER, HAND SANITIZER, OR BOTH.

15 (C) TOILET FACILITIES.

16 (D) SMOKE AND CARBON MONOXIDE DETECTORS, AS APPLICABLE.

17 (E) RADIOGRAPHIC EQUIPMENT PROPERLY REGISTERED AND INSPECTED,
18 AS APPLICABLE, BY THE STATE.

19 (F) A COMMUNICATION DEVICE CONTINUOUSLY AVAILABLE FOR MAKING
20 AND RECEIVING TELEPHONE CALLS AND SUMMONING EMERGENCY SERVICES.

21 (5) A MOBILE DENTAL FACILITY SHALL HAVE ACCESS, WHEN
22 APPROPRIATE, TO THE FOLLOWING DENTAL EQUIPMENT:

23 (A) PROPER LIGHTING.

24 (B) PORTABLE SUCTION.

25 (C) HAND PIECES.

26 (D) DENTAL INSTRUMENTS.

27 (E) SUPPLIES.

1 (6) EXCEPT AS PROVIDED IN SUBSECTION (7) OR (8), A DENTIST
2 LICENSED UNDER THIS ACT SHALL BE PRESENT IN THE MOBILE DENTAL
3 FACILITY AT ANY TIME COMPREHENSIVE DENTAL SERVICES THAT ARE NOT
4 PREVENTATIVE DENTAL SERVICES ARE PERFORMED ON A PATIENT. A DENTIST
5 LICENSED UNDER THIS ACT NEED NOT BE PRESENT WHEN A MOBILE DENTAL
6 FACILITY PROVIDES ONLY PREVENTATIVE DENTAL SERVICES.

7 (7) IF A MOBILE DENTAL FACILITY IS PART OF A PROGRAM THAT
8 PROVIDES COMPREHENSIVE DENTAL SERVICES OR IS ESTABLISHED UNDER A
9 MEMORANDUM OF AGREEMENT THAT PROVIDES FOR REFERRAL FOR
10 COMPREHENSIVE DENTAL SERVICES, THE MOBILE DENTAL FACILITY MAY
11 PROVIDE IMAGERY SERVICES WITHOUT A DENTIST PRESENT.

12 (8) IF A MOBILE DENTAL FACILITY IS PART OF A PROGRAM THAT
13 PROVIDES PREVENTATIVE DENTAL SERVICES TO A NURSING HOME, ASSISTED
14 LIVING CENTER, OR OTHER SIMILAR SETTING, THE MOBILE DENTAL FACILITY
15 MAY, WITH THE PERMISSION OF THE SUPERVISING DENTIST, PROVIDE
16 IMAGERY SERVICES WITHOUT A DENTIST PRESENT.

17 SEC. 21609. (1) THE OPERATOR OR HIS OR HER DESIGNEE SHALL
18 ESTABLISH A WRITTEN TREATMENT PLAN FOR, AND PROVIDE A COPY TO, EACH
19 PATIENT WHO RECEIVES DENTAL SERVICES AT A MOBILE DENTAL FACILITY.

20 (2) THE WRITTEN TREATMENT PLAN REQUIRED UNDER SUBSECTION (1)
21 SHALL ADDRESS COMPREHENSIVE DENTAL SERVICES TO BE PROVIDED EITHER
22 BY THE MOBILE DENTAL FACILITY OR THROUGH AN AFFILIATED DENTIST,
23 DENTAL OFFICE, OR PARTY WHO CAN ARRANGE FOR OR PROVIDE THOSE
24 SERVICES UNDER A MEMORANDUM OF AGREEMENT WITH THE OPERATOR OF THE
25 MOBILE DENTAL FACILITY.

26 (3) IF THE WRITTEN TREATMENT PLAN REQUIRED UNDER SUBSECTION
27 (1) CANNOT BE COMPLETED DURING THE PATIENT'S INITIAL VISIT TO THE

1 MOBILE DENTAL FACILITY, THE OPERATOR OR HIS OR HER DESIGNEE SHALL
2 MAKE A REASONABLE ATTEMPT TO REFER THE PATIENT TO A DENTIST OR
3 PARTY WHO CAN ARRANGE FOR OR PROVIDE SERVICES UNDER A MEMORANDUM OF
4 AGREEMENT UNTIL THE TREATMENT PLAN IS COMPLETED OR THE PATIENT
5 CEASES TREATMENT. IF THE PATIENT IS A MINOR OR INCAPACITATED
6 PERSON, THE MOBILE OPERATOR SHALL ALSO ATTEMPT TO CONTACT A PARENT
7 OR GUARDIAN AND INFORM HIM OR HER OF THE REFERRAL. IF THE OPERATOR
8 OR HIS OR HER DESIGNEE IS UNABLE TO MAKE ARRANGEMENTS FOR CONTINUED
9 TREATMENT, HE OR SHE SHALL PLACE WRITTEN DOCUMENTATION OF THE
10 ATTEMPTS IN THE PATIENT RECORD AND MAKE THE DOCUMENTATION AVAILABLE
11 TO THE DEPARTMENT UPON REQUEST. A COPY OF THE DOCUMENTATION SHALL
12 BE SENT TO THE PATIENT. FAILURE OF THE OPERATOR OR HIS OR HER
13 DESIGNEE TO COMPLY WITH THIS SUBSECTION IS CAUSE FOR DISCIPLINARY
14 ACTION BY THE DEPARTMENT.

15 (4) THE OPERATOR SHALL OBTAIN THE PATIENT'S WRITTEN CONSENT,
16 OR THE CONSENT OF A PARENT OR GUARDIAN OF A PATIENT WHO IS A MINOR
17 OR LEGALLY INCAPABLE OF CONSENT, BEFORE PROVIDING ANY DENTAL
18 SERVICES TO A PATIENT AT A MOBILE DENTAL FACILITY.

19 (5) THE FORM FOR THE WRITTEN CONSENT REQUIRED UNDER SUBSECTION
20 (4) SHALL INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING:

21 (A) THE NAME OF THE MOBILE DENTAL FACILITY PROVIDING DENTAL
22 SERVICES.

23 (B) THE PERMANENT ADDRESS OF THE MOBILE DENTAL OPERATOR.

24 (C) THE TELEPHONE NUMBER THAT A PATIENT MAY CALL 24 HOURS A
25 DAY FOR EMERGENCY CALLS.

26 (D) A LIST OF THE SERVICES TO BE PROVIDED.

27 (E) A STATEMENT INDICATING THAT THE PATIENT, PARENT, OR

1 GUARDIAN UNDERSTANDS THAT TREATMENT MAY BE OBTAINED AT THE
2 PATIENT'S DENTAL HOME RATHER THAN AT A MOBILE DENTAL FACILITY AND
3 THAT OBTAINING DUPLICATE SERVICES AT A MOBILE DENTAL FACILITY MAY
4 AFFECT BENEFITS THAT HE OR SHE RECEIVES FROM PRIVATE INSURANCE, A
5 STATE OR FEDERAL PROGRAM, OR OTHER THIRD-PARTY PROVIDER OF DENTAL
6 BENEFITS.

7 (6) IF THE PATIENT IS A MINOR OR INCAPACITATED PERSON, THE
8 WRITTEN CONSENT FORM REQUIRED UNDER SUBSECTION (4) SHALL ALSO
9 INCLUDE A REQUEST FOR THE NAME OR CONTACT INFORMATION FOR THE
10 DENTIST OR DENTAL OFFICE THAT PROVIDED DENTAL SERVICES IN THE PAST
11 12 MONTHS.

12 (7) EACH PERSON RECEIVING DENTAL SERVICES AT A MOBILE DENTAL
13 FACILITY SHALL RECEIVE ALL OF THE FOLLOWING INFORMATION:

14 (A) THE NAME OF THE DENTIST, DENTAL HYGIENIST, DENTAL
15 ASSISTANT, OR PARTY WHO ARRANGED FOR OR PROVIDED THE DENTAL
16 SERVICES TO THE PATIENT.

17 (B) THE TELEPHONE NUMBER OR EMERGENCY CONTACT NUMBER TO REACH
18 THE MOBILE DENTAL FACILITY OR OPERATOR, OR BOTH, IN CASE OF
19 EMERGENCY.

20 (C) A LIST OF THE DENTAL SERVICES RENDERED.

21 (D) A DESCRIPTION OF ANY FURTHER DENTAL SERVICES THAT ARE
22 ADVISABLE OR THAT HAVE BEEN SCHEDULED.

23 (E) A REFERRAL TO A SPECIALIST, DENTIST, OR PARTY WHO CAN
24 ARRANGE FOR OR PROVIDE COMPREHENSIVE DENTAL SERVICES IF THE MOBILE
25 DENTAL FACILITY IS UNABLE TO PROVIDE THE NECESSARY COMPREHENSIVE
26 DENTAL SERVICES. UPON REQUEST OF THE DENTIST OR PARTY WHO ACCEPTS
27 THE REFERRAL, THE OPERATOR SHALL TRANSMIT ALL IMAGERY RECORDS THE

1 MOBILE DENTAL FACILITY OBTAINED FOR THE PATIENT.

2 (F) A COPY OF THE CONSENT FORM REQUIRED UNDER THIS SECTION
3 AUTHORIZING ADDITIONAL TREATMENT.

4 (8) AN OPERATOR WHO FAILS TO COMPLY WITH APPLICABLE FEDERAL,
5 STATE, OR LOCAL LAWS AND RULES OR ANY OF THE REQUIREMENTS OF THIS
6 ARTICLE IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT.

7 SEC. 21611. IF THE OPERATOR HAS A MEMORANDUM OF AGREEMENT DUE
8 TO ITS STATUS AS A STATE OF MICHIGAN DESIGNATED OR FUNDED ORAL
9 HEALTH PREVENTION PROGRAM WITH OVERSIGHT FROM THE DEPARTMENT, THE
10 OPERATOR IS EXEMPT FROM ANY REQUIREMENT CONCERNING A MEMORANDUM OF
11 AGREEMENT UNDER THIS PART.

12 SEC. 21613. (1) THE OPERATOR OR HIS OR HER DESIGNEE SHALL
13 NOTIFY THE DEPARTMENT NOT LATER THAN 30 DAYS AFTER ANY OF THE
14 FOLLOWING OCCURRENCES:

15 (A) A CHANGE IN OWNERSHIP OF THE MOBILE DENTAL FACILITY.

16 (B) A CHANGE IN A MEMORANDUM OF AGREEMENT REQUIRED UNDER
17 SECTION 21607.

18 (C) A CHANGE IN THE ADDRESS OR TELEPHONE NUMBER OF THE MOBILE
19 DENTAL FACILITY.

20 (D) CESSATION OF OPERATION OF THE MOBILE DENTAL FACILITY.

21 (E) ANY MEMORANDUM OF AGREEMENT ENTERED INTO AFTER OBTAINING A
22 PERMIT UNDER THIS PART.

23 (2) UPON CESSATION OF OPERATION OF A MOBILE DENTAL FACILITY,
24 THE OPERATOR SHALL DO ALL OF THE FOLLOWING:

25 (A) PROVIDE WRITTEN NOTICE TO ALL TREATMENT VENUES AND, UPON
26 REQUEST, PROVIDE EVIDENCE OF THE WRITTEN NOTICE TO THE DEPARTMENT.

27 (B) PROVIDE FOR AVAILABILITY OF EACH ACTIVE PATIENT'S DENTAL

1 RECORDS BY 1 OF THE FOLLOWING METHODS:

2 (i) MAKE THE DENTAL RECORDS AVAILABLE TO THE PATIENT OR THE
3 PATIENT'S PARENT OR GUARDIAN FROM THE MOBILE DENTAL FACILITY FOR
4 180 DAYS AFTER THE MOBILE DENTAL FACILITY CEASES OPERATION AND,
5 UPON HIS OR HER REQUEST, TRANSFER THE RECORDS TO THE ACTIVE
6 PATIENT, THE PATIENT'S PARENT OR GUARDIAN, OR ANOTHER DENTIST.

7 (ii) TRANSFER THE RECORDS TO ANOTHER DENTIST.

8 (C) NOTIFY EACH ACTIVE PATIENT OR THE PATIENT'S PARENT OR
9 GUARDIAN THAT THE DENTAL RECORDS ARE AVAILABLE AS REQUIRED UNDER
10 SUBDIVISION (B), INCLUDING THE NAME AND CONTACT INFORMATION FOR THE
11 DENTIST IF THE RECORDS HAVE BEEN TRANSFERRED.

12 (D) UPON REQUEST FROM THE DEPARTMENT, PROVIDE DOCUMENTATION
13 THAT A REASONABLE ATTEMPT WAS MADE TO CONTACT EACH ACTIVE PATIENT
14 OR THE ACTIVE PATIENT'S PARENT OR GUARDIAN TO PROVIDE INFORMATION
15 CONCERNING STORAGE AND RETRIEVAL OF THE PATIENT'S RECORDS.

16 SEC. 21615. (1) A MOBILE DENTAL FACILITY AND ANY INDIVIDUAL OR
17 ENTITY OWNING, OPERATING, OR PROVIDING SERVICES AT THE MOBILE
18 DENTAL FACILITY ARE EXEMPT FROM THIS PART IF THE MOBILE DENTAL
19 FACILITY IS USED SOLELY TO PROVIDE SERVICES THAT ARE RENDERED
20 WITHOUT COMPENSATION.

21 (2) IF A PROVISION IN THIS PART CONFLICTS WITH A FEDERAL LAW
22 REGULATING NURSING HOMES, THE FEDERAL LAW PREVAILS.

23 (3) THE DEPARTMENT MAY PROMULGATE RULES TO IMPLEMENT THIS
24 PART.

25 SEC. 21617. THIS PART DOES NOT REQUIRE NEW OR ADDITIONAL
26 THIRD-PARTY REIMBURSEMENT OR MANDATED WORKER'S COMPENSATION
27 BENEFITS FOR SERVICES RENDERED BY A MOBILE DENTAL FACILITY.

1 Enacting section 1. This amendatory act takes effect 90 days
2 after the date it is enacted into law.