

1 A bill to be entitled
 2 An act relating to direct primary care agreements;
 3 creating s. 624.27, F.S.; providing definitions;
 4 specifying that a direct primary care agreement does
 5 not constitute insurance and is not subject to the
 6 Florida Insurance Code; specifying that entering into
 7 a direct primary care agreement does not constitute
 8 the business of insurance and is not subject to the
 9 code; providing that a certificate of authority is not
 10 required to market, sell, or offer to sell a direct
 11 primary care agreement; specifying requirements for a
 12 direct primary care agreement; providing an effective
 13 date.

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 15 Be It Enacted by the Legislature of the State of Florida:

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 17 Section 1. Section 624.27, Florida Statutes, is created to
 18 read:

19 624.27 Direct primary care agreements; exemption from
 20 code.—

21 (1) As used in this section, the term:

22 (a) "Direct primary care agreement" means a contract
 23 between a primary care provider and a patient, the patient's
 24 legal representative, or an employer, which meets the
 25 requirements of subsection (4) and does not indemnify for

26 services provided by a third party.

27 (b) "Primary care provider" means a health care provider
28 licensed under chapter 458, chapter 459, chapter 460, or chapter
29 464, or a primary care group practice, that provides medical
30 services to patients which are commonly provided without
31 referral from another health care provider.

32 (c) "Primary care service" means the screening,
33 assessment, diagnosis, and treatment of a patient conducted
34 within the competency and training of the primary care provider
35 for the purpose of promoting health or detecting and managing
36 disease or injury.

37 (2) A direct primary care agreement does not constitute
38 insurance and is not subject to the Florida Insurance Code,
39 including chapter 636. The act of entering into a direct primary
40 care agreement does not constitute the business of insurance and
41 is not subject to the Florida Insurance Code, including chapter
42 636.

43 (3) A primary care provider or an agent of a primary care
44 provider is not required to obtain a certificate of authority or
45 license under the Florida Insurance Code, including chapter 636,
46 to market, sell, or offer to sell a direct primary care
47 agreement.

48 (4) For purposes of this section, a direct primary care
49 agreement must:

50 (a) Be in writing.

51 (b) Be signed by the primary care provider or an agent of
52 the primary care provider and the patient, the patient's legal
53 representative, or an employer.

54 (c) Allow a party to terminate the agreement by giving the
55 other party at least 30 days' advance written notice. The
56 agreement may provide for immediate termination due to a
57 violation of the physician-patient relationship or a breach of
58 the terms of the agreement.

59 (d) Describe the scope of primary care services that are
60 covered by the monthly fee.

61 (e) Specify the monthly fee and any fees for primary care
62 services not covered by the monthly fee.

63 (f) Specify the duration of the agreement and any
64 automatic renewal provisions.

65 (g) Offer a refund to the patient, the patient's legal
66 representative, or an employer of monthly fees paid in advance
67 if the primary care provider ceases to offer primary care
68 services for any reason.

69 (h) Contain, in contrasting color and in at least 12-point
70 type, the following statements on the signature page:

71 1. This agreement is not health insurance and the primary
72 care provider will not file any claims against the patient's
73 health insurance policy or plan for reimbursement of any primary
74 care services covered by the agreement.

75 2. This agreement does not qualify as minimum essential

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76 | coverage to satisfy the individual shared responsibility
77 | provision of the Patient Protection and Affordable Care Act, 26
78 | U.S.C. s. 5000A.

79 | Section 2. This act shall take effect July 1, 2017.