

27 of subsection (4) and does not indemnify for services provided
28 by a third party.

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

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

39 (2) A direct primary care agreement does not constitute
40 insurance and is not subject to the Florida Insurance Code,
41 including chapter 636. The act of entering into a direct primary
42 care agreement does not constitute the business of insurance and
43 is not subject to the Florida Insurance Code, including chapter
44 636.

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

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

52 (a) Be in writing.

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

56 (c) Allow a party to terminate the agreement by written
57 notice to the other party after a period specified in the
58 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 of monthly fees paid in
66 advance if the primary care provider ceases to offer primary
67 care services for any reason.

68 (h) State that the agreement is not health insurance and
69 that the primary care provider will not file any claims against
70 the patient's health insurance policy or plan for reimbursement
71 for any primary care services covered by the agreement.

72 (i) State that the agreement does not qualify as minimum
73 essential coverage to satisfy the individual shared
74 responsibility provision of the Patient Protection and
75 Affordable Care Act pursuant to 26 U.S.C. s. 5000A.

76 Section 2. This act shall take effect July 1, 2016.