

1 A bill to be entitled

2 An act relating to direct primary care; creating s.  
3 624.27, F.S.; providing definitions; specifying that a  
4 direct primary care agreement does not constitute  
5 insurance and is not subject to the Florida Insurance  
6 Code, including chapter 636, F.S., relating to prepaid  
7 limited health service organizations and discount  
8 medical plan organizations; specifying that entering  
9 into a direct primary care agreement does not  
10 constitute the business of insurance and is not  
11 subject to the code; providing that a certificate of  
12 authority is not required to market, sell, or offer to  
13 sell a direct primary care agreement; specifying  
14 criteria for a direct primary care agreement;  
15 providing an effective date.

16  
17 Be It Enacted by the Legislature of the State of Florida:

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

21 624.27 Application of code as to direct primary care  
22 agreements.-

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

24 (a) "Direct primary care agreement" means a contract  
25 between a primary care provider and a patient, the patient's  
26 legal representative, or an employer, which meets the criteria

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 giving the  
57 other party at least 30 days' advance written notice. The  
58 agreement may provide for immediate termination due to a  
59 violation of the physician-patient relationship or a breach of  
60 the terms of the agreement.

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

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

65 (f) Specify the duration of the agreement and any  
66 automatic renewal provisions.

67 (g) Offer a refund to the patient of monthly fees paid in  
68 advance if the primary care provider ceases to offer primary  
69 care services for any reason.

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

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

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