



781564

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
10/10/2017	.	
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The Committee on Banking and Insurance (Lee) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

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

624.27 Direct primary care agreements; exemption from  
code.—

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

(a) "Direct primary care agreement" means a contract



781564

11 between a primary care provider and a patient, a patient's legal  
12 representative, or a patient's employer, which meets the  
13 requirements of subsection (4) and does not indemnify for  
14 services provided by a third party.

15 (b) "Primary care provider" means a health care provider  
16 licensed under chapter 458, chapter 459, chapter 460, or chapter  
17 464, or a primary care group practice, who provides primary care  
18 services to patients.

19 (c) "Primary care services" means the screening,  
20 assessment, diagnosis, and treatment of a patient conducted  
21 within the competency and training of the primary care provider  
22 for the purpose of promoting health or detecting and managing  
23 disease or injury.

24 (2) A direct primary care agreement does not constitute  
25 insurance and is not subject to the Florida Insurance Code. The  
26 act of entering into a direct primary care agreement does not  
27 constitute the business of insurance and is not subject to the  
28 Florida Insurance Code.

29 (3) A primary care provider or an agent of a primary care  
30 provider is not required to obtain a certificate of authority or  
31 license under the Florida Insurance Code to market, sell, or  
32 offer to sell a direct primary care agreement.

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

35 (a) Be in writing.

36 (b) Be signed by the primary care provider or an agent of  
37 the primary care provider and the patient, the patient's legal  
38 representative, or the patient's employer.

39 (c) Allow a party to terminate the agreement by giving the



40 other party at least 30 days' advance written notice. The  
41 agreement may provide for immediate termination due to a  
42 violation of the physician-patient relationship or a breach of  
43 the terms of the agreement.

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

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

48 (f) Specify the duration of the agreement and any automatic  
49 renewal provisions.

50 (g) Offer a refund to the patient, the patient's legal  
51 representative, or the patient's employer of monthly fees paid  
52 in advance if the primary care provider ceases to offer primary  
53 care services for any reason.

54 (h) Contain, in contrasting color and in at least 12-point  
55 type, the following statement on the signature page: "This  
56 agreement is not health insurance and the primary care provider  
57 will not file any claims against the patient's health insurance  
58 policy or plan for reimbursement of any primary care services  
59 covered by the agreement. This agreement does not qualify as  
60 minimum essential coverage to satisfy the individual shared  
61 responsibility provision of the Patient Protection and  
62 Affordable Care Act, 26 U.S.C. s. 5000A. This agreement is not  
63 workers' compensation insurance and does not replace an  
64 employer's obligations under chapter 440, Florida Statutes."

65 Section 2. This act shall take effect July 1, 2018.

66  
67 ===== T I T L E A M E N D M E N T =====

68 And the title is amended as follows:



781564

69 Delete everything before the enacting clause  
70 and insert:

71 A bill to be entitled  
72 An act relating to direct primary care agreements;  
73 creating s. 624.27, F.S.; providing definitions;  
74 specifying that a direct primary care agreement does  
75 not constitute insurance and is not subject to the  
76 Florida Insurance Code; specifying that entering into  
77 a direct primary care agreement does not constitute  
78 the business of insurance and is not subject to the  
79 code; providing that a certificate of authority or a  
80 license under the code is not required to market,  
81 sell, or offer to sell a direct primary care  
82 agreement; specifying requirements for a direct  
83 primary care agreement; providing an effective date.