

By Senator Bean

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1 A bill to be entitled
2 An act relating to direct health care agreements;
3 amending s. 624.27, F.S.; expanding the applicability
4 of provisions relating to direct primary care
5 agreements exempt from the Florida Insurance Code to
6 direct health care agreements; revising definitions;
7 providing an effective date.

8
9 Be It Enacted by the Legislature of the State of Florida:

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11 Section 1. Section 624.27, Florida Statutes, is amended to
12 read:

13 624.27 Direct health ~~primary~~ care agreements; exemption
14 from code.—

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

16 (a) "Direct health ~~primary~~ care agreement" means a contract
17 between a health ~~primary~~ care provider and a patient, a
18 patient's legal representative, or a patient's employer, which
19 meets the requirements of subsection (4) and does not indemnify
20 for services provided by a third party.

21 (b) "Health ~~Primary~~ care provider" means a health care
22 provider licensed under chapter 458, chapter 459, chapter 460,
23 or chapter 464, or a health ~~primary~~ care group practice, who
24 provides health ~~primary~~ care services to patients.

25 (c) "Health ~~Primary~~ care services" means the screening,
26 assessment, diagnosis, and treatment of a patient conducted
27 within the competency and training of the health ~~primary~~ care
28 provider for the purpose of promoting health or detecting and
29 managing disease or injury.

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30 (2) A direct health ~~primary~~ care agreement does not
31 constitute insurance and is not subject to the Florida Insurance
32 Code. The act of entering into a direct health ~~primary~~ care
33 agreement does not constitute the business of insurance and is
34 not subject to the Florida Insurance Code.

35 (3) A health ~~primary~~ care provider or an agent of a health
36 ~~primary~~ care provider is not required to obtain a certificate of
37 authority or license under the Florida Insurance Code to market,
38 sell, or offer to sell a direct health ~~primary~~ care agreement.

39 (4) For purposes of this section, a direct health ~~primary~~
40 care agreement must:

41 (a) Be in writing.

42 (b) Be signed by the health ~~primary~~ care provider or an
43 agent of the health ~~primary~~ care provider and the patient, the
44 patient's legal representative, or the patient's employer.

45 (c) Allow a party to terminate the agreement by giving the
46 other party at least 30 days' advance written notice. The
47 agreement may provide for immediate termination due to a
48 violation of the physician-patient relationship or a breach of
49 the terms of the agreement.

50 (d) Describe the scope of health ~~primary~~ care services that
51 are covered by the monthly fee.

52 (e) Specify the monthly fee and any fees for health ~~primary~~
53 care services not covered by the monthly fee.

54 (f) Specify the duration of the agreement and any automatic
55 renewal provisions.

56 (g) Offer a refund to the patient, the patient's legal
57 representative, or the patient's employer of monthly fees paid
58 in advance if the health ~~primary~~ care provider ceases to offer

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59 health ~~primary~~ care services for any reason.

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

71 Section 2. This act shall take effect July 1, 2019.