

CHAPTER 2018-89

House Bill No. 37

An act relating to direct primary care agreements; creating s. 624.27, F.S.; providing definitions; specifying that a direct primary care agreement does not constitute insurance and is not subject to the Florida Insurance Code; specifying that entering into a direct primary care agreement does not constitute the business of insurance and is not subject to the code; providing that a certificate of authority is not required to market, sell, or offer to sell a direct primary care agreement; specifying requirements for a direct primary care agreement; providing an effective date.

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

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

(b) “Primary care provider” means a health care provider licensed under chapter 458, chapter 459, chapter 460, or chapter 464, or a primary care group practice, who provides primary care services to patients.

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

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

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

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

(a) Be in writing.

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

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

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

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

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

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

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

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

Approved by the Governor March 23, 2018.

Filed in Office Secretary of State March 23, 2018.