

ENROLLED

CS/HB 7

2019 Legislature

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 2 An act relating to direct health care agreements;
 3 amending s. 624.27, F.S.; expanding the scope of
 4 direct primary care agreements; providing definitions;
 5 conforming provisions to changes made by the act;
 6 providing an effective date.

7
 8 Be It Enacted by the Legislature of the State of Florida:

9
 10 Section 1. Section 624.27, Florida Statutes, is amended to
 11 read:

12 624.27 Direct health ~~primary~~ care agreements; exemption
 13 from code.—

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

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

20 (b) "Health ~~Primary~~ care provider" means a health care
 21 provider licensed under chapter 458, chapter 459, chapter 460,
 22 ~~or~~ chapter 464, or chapter 466, or a health ~~primary~~ care group
 23 practice, who provides health ~~primary~~ care services to patients.

24 (c) "Health ~~Primary~~ care services" means the screening,
 25 assessment, diagnosis, and treatment of a patient conducted

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26 | within the competency and training of the health ~~primary~~ care
27 | provider for the purpose of promoting health or detecting and
28 | managing disease or injury.

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

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

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

40 | (a) Be in writing.

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

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

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

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

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

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

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

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