

Amendment No.

CHAMBER ACTION

Senate

House

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Representative Jenne offered the following:

**Amendment**

Remove lines 23-63 and insert:

between a primary care provider and a patient or a patient's legal representative, 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.

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

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

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

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

29 (a) Be in writing.

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

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

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

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

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

44        (g) Offer a refund to the patient or the patient's legal  
45 representative of monthly fees paid

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