

## Blog Post

# Florida Chooses to Exclude Health Care Practitioners from New Noncompete Law

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By [Robert E. Slavkin](#) and [John C. Hood](#)

The Florida Legislature recently passed a bill, called the CHOICE Act, that augments Florida’s laws governing restrictive covenants to make it significantly easier for employers to enforce two new types of noncompete agreements: (1) “covered garden leave agreements” and (2) “covered noncompete agreements.” However, these new types of agreements and the employer-friendly mechanisms available to enforce them will not apply to licensed health care practitioners.

A garden leave agreement is an alternative to a traditional noncompete agreement that restricts a departing employee or independent contractor from working elsewhere during a defined notice period. During the notice period, an employer may relieve the departing employee or contractor of the obligation to perform any work but must continue to pay and provide benefits to the employee or contractor. In comparison, a noncompete agreement restricts an employee or contractor from engaging in certain competitive activities in a specified geographic area during a set period of time. To be a “covered garden agreement” or “covered noncompete agreement” for the purposes of the CHOICE Act, these agreements must meet additional requirements.

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Under the CHOICE Act, only a “covered employee” can enter into a covered garden leave agreement or a covered noncompete agreement. The definition of “covered employee” applies to certain high-earning employees or individual contractors but expressly excludes any person classified as a “health care practitioner” under Florida’s professional licensure statutes. This means that a restrictive covenant with any of the following types of professionals licensed in Florida will not qualify as either a covered garden leave agreement or a covered noncompete agreement:

- Acupuncturists
- Allopathic Physicians
- Osteopathic Physicians
- Physician Assistants
- Anesthesiologist Assistants
- Chiropractic Physicians
- Podiatric Physicians
- Naturopathic Physicians
- Optometrists
- Advanced Practice Registered Nurses
- Registered Nurses
- Licensed Practical Nurses
- Pharmacists
- Dentists
- Dental Hygienists
- Audiologists
- Speech-Language Pathologists
- Nursing Home Administrators
- Occupational Therapists
- Occupational Therapy Assistants
- Respiratory Care Practitioners
- Registered Respiratory Therapists

- Certified Respiratory Therapists
- Dietitians
- Nutritionists
- Nutrition Counselors
- Athletic Trainers
- Orthotists
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- Electrologists
- Massage Therapists
- Clinical Laboratory Personnel
- Medical Physicists
- Genetic Counselors
- Opticians
- Hearing Aid Specialists
- Physical Therapists
- Physical Therapist Assistants
- Psychologists
- Clinical Social Workers
- Marriage and Family Therapists
- Mental Health Counselors

Instead, restrictive covenants with any of these licensed professionals (and any other restrictive covenants that do not satisfy the CHOICE Act's requirements) will continue to be governed by Florida's existing restrictive covenant law and will not be subject to the CHOICE Act's employer-friendly enforcement mechanisms. Nonetheless, the CHOICE Act's framework for covered garden leave agreements and covered noncompete agreements could still apply to restrictive covenants with other types of employees and individual contractors working in the health care industry, such as health care executives and administrators (other than licensed nursing home administrators).

The CHOICE Act requires a court to issue a preliminary injunction to enforce a covered garden leave agreement or covered noncompete agreement upon a covered employer's application. And it creates a steep burden of proof that the subject of such a preliminary injunction must satisfy for a court to modify or dissolve the injunction.

Accordingly, to take advantage of these employer-friendly enforcement mechanisms, employers in the health care industry should review their restrictive covenants with high-earning employees and contractors and consider making any updates necessary to comply with the CHOICE Act.

If signed by Governor Ron DeSantis, as expected, or allowed to become law without his signature through the procedural process, the CHOICE Act takes effect July 1, 2025. To learn more about the CHOICE Act, be sure to read this article from Akerman's HR Defense

Blog: <https://www.hrdefenseblog.com/2025/05/florida-has-made-the-bold-choice-to-bolster-enforceability-of-non-compete-agreements-with-a-new-law-taking-effect-this-summer/>

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