State of Wisconsin
2025 - 2026 LEGISLATURE

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2025 ASSEMBLY BILL 8

February 6, 2025 - Introduced by Representatives DUCHOW, BROOKS, ARMSTRONG, DITTRICH, HURD, MURPHY, O'CONNOR, RODRIGUEZ and WICHGERS, cosponsored by Senators CABRAL-GUEVARA, KAPENGA, NASS and TESTIN. Referred to Committee on Health, Aging and Long-Term Care.

AN ACT ***to create*** 146.78 and 600.01 (1) (b) 13. of the statutes; **relating to:** agreements for direct primary care.

Analysis by the Legislative Reference Bureau

This bill exempts valid direct primary care agreements from the application of insurance law. A "direct primary care agreement," as defined in the bill, is a contract between a health care provider that provides primary care services under the provider's scope of practice and an individual patient or the patient's legal representative or employer in which the health care provider agrees to provide primary care services to the patient for an agreed-upon subscription fee and period of time.

A valid direct primary care agreement is in writing and satisfies all of the following:

1. It is signed by the health care provider or an agent of the health care provider and the individual patient, the patient's legal representative, or a representative of the patient's employer.

2. It allows either party to terminate the agreement upon written notice.

3. It describes and quantifies the specific primary care services that are provided under the agreement.

4. It specifies the subscription fee for the agreement and specifies terms for termination of the agreement.

5. It specifies the duration of the agreement.

6. It prohibits the provider and patient from billing an insurer or any other third party on a fee-for-service basis for the primary care services included in the subscription fee under the agreement.

7. It prominently states, in writing, several provisions, including that the agreement is not health insurance and the agreement alone may not satisfy individual or employer insurance coverage requirements under federal law; that the patient is responsible for paying, or directing the patient's employer to pay, the provider for all services that are not included in the subscription fee under the agreement; that the patient is encouraged to consult with a health insurance advisor, the patient's health insurance carrier, or the patient's employer-sponsored health plan, as applicable, before entering into the agreement; and that direct primary care fees might not be credited toward deductibles or out-of-pocket maximum amounts under any health insurance the patient has.

Under the bill, a health care provider may not decline to enter into or terminate a direct primary care agreement with a patient solely because of the patient's health status. The bill allows a health care provider to decline to accept a patient for a direct primary care agreement only if the health care provider's practice has reached its maximum patient capacity or if the patient's medical condition is such that the health care provider is unable to provide the appropriate level and type of primary care services the patient requires. A health care provider may terminate a direct primary care agreement with a patient only if the patient or the patient's employer fails to pay the subscription fee, the patient fails repeatedly to adhere to the treatment plan, the patient has performed an act of fraud related to the direct primary care agreement, the patient is abusive in a manner described in the bill, the health care provider discontinues operation as a direct primary care provider, or the health care provider believes that the relationship is no longer therapeutic for the patient due to a dysfunctional relationship between the provider and the patient.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 146.78 of the statutes is created to read:

146.78 Direct primary care agreement. (1) DEFINITIONS. In this section:

(a) "Direct primary care agreement" means a contract between a health care provider and an individual patient or the patient's legal representative or employer in which the health care provider agrees to provide primary care services to the individual patient for an agreed-upon subscription fee and period of time.

(b) "Health care provider" means a health care provider under s. 146.81 (1) (a) to (p) that provides primary care services under the health care provider's scope of practice.

(c) "Primary care services" means outpatient, general health care services of the type provided by a main source for regular health care services for patients at the time a patient seeks preventive care or first seeks health care services for a specific health concern and includes all of the following:

1. Care that promotes and maintains mental and physical health and wellness.

2. Care that prevents disease.

3. Screening, diagnosis, and treatment of acute or chronic conditions caused by disease, injury, or illness.

4. Patient counseling and education.

5. Provision of a broad spectrum of preventive and curative health care over a period of time.

6. Coordination of care.

(2) VALID AGREEMENT. A health care provider and an individual patient or the patient's legal representative or employer may enter into a direct primary care agreement. A valid direct primary care agreement meets all of the following criteria:

(a) The direct primary care agreement is in writing.

(b) The direct primary care agreement is signed by the health care provider or

an agent of the health care provider and the individual patient, the patient's legal representative, or a representative of the patient's employer.

(c) The direct primary care agreement allows either party to the direct primary care agreement to terminate the direct primary care agreement upon written notice to the other party subject to the requirements under sub. (3) for termination of the direct primary care agreement by the health care provider.

(d) The direct primary care agreement describes and quantifies the specific primary care services that are provided under the direct primary care agreement.

(e) The direct primary care agreement specifies the subscription fee for the direct primary care agreement and specifies terms for termination of the direct primary care agreement, including any possible refund of fees to the patient or the patient's employer.

(f) The direct primary care agreement specifies the duration of the direct primary care agreement.

(g) The health care provider and the patient are prohibited from billing an insurer or any other 3rd party on a fee-for-service basis for the primary care services included in the subscription fee under the direct primary care agreement.

(h) The direct primary care agreement prominently states, in writing, all of the following:

1. The direct primary care agreement is not health insurance, and the direct primary care agreement alone may not satisfy individual or employer insurance coverage requirements under federal law.

2. The individual patient is responsible for paying the health care provider for

all services that are not included in the subscription fee under the direct primary care agreement or directing the patient's employer to pay the health care provider for all services that are not included in the subscription fee under the direct primary care agreement, if applicable.

3. The patient is encouraged to consult with a health insurance advisor, the patient's health insurance carrier, or the patient's employer-sponsored health plan, as applicable, before entering into the direct primary care agreement regarding coverage options for health care services that may not be covered through the direct primary care agreement.

4. Some services provided under the direct primary care agreement may be covered under any health insurance the patient has.

5. Direct primary care fees might not be credited toward deductibles or out-of-pocket maximum amounts under the patient's health insurance, if the patient has health insurance.

(3) PATIENT SELECTION; TERMINATION. (a) A health care provider may not decline to enter into a direct primary care agreement or terminate a direct primary care agreement with a patient solely because of the patient's health status. A health care provider may decline to accept a patient for a direct primary care agreement for only any of the following reasons:

1. The health care provider's practice has reached its maximum patient capacity.

2. The patient's medical condition is such that the health care provider is

unable to provide the appropriate level and type of primary care services the patient requires.

(b) A health care provider may terminate a direct primary care agreement with a patient for only any of the following reasons:

1. The patient or the patient's employer fails to pay the subscription fee.

2. The patient repeatedly fails to adhere to the treatment plan recommended by the health care provider.

3. The patient has performed an act of fraud related to the direct primary care agreement.

4. The patient is abusive and presents an emotional or physical danger to the staff or other patients of the health care provider.

5. The health care provider discontinues operation as a health care provider under direct primary care agreements.

6. The health care provider believes that the relationship is no longer therapeutic for the patient due to a dysfunctional relationship between the health care provider and the patient.

(c) Nothing in this section shall be construed to limit the application of s. 106.52 to a health care provider's practice.

(4) INSURANCE NETWORK PARTICIPATION. A health care provider who has a practice in which the health care provider enters into direct primary care agreements may participate in a network of a health insurance carrier only to the extent that the health care provider is willing and able to comply with the terms of the participation agreement with the health insurance carrier and meet any other

terms and conditions of network participation as determined by the health insurance carrier.

(5) CONSTRUCTION. Nothing in this section shall be construed to limit the regulatory authority of the department of safety and professional services or the department of agriculture, trade and consumer protection. Nothing in this section shall be construed to limit the authority of the office of the commissioner of insurance to regulate contracts that do not satisfy the criteria to be a valid direct primary care agreement under sub. (2) and that meet the definition of insurance under s. 600.03 (25).

SECTION 2. 600.01 (1) (b) 13. of the statutes is created to read:

600.01 **(1)** (b) 13. Valid direct primary care agreements under s. 146.78 (2).

(END)