

December 9, 2012

Dear Medicare Patient:

We hope this letter finds you in good health. We are writing to help keep our patients informed of the impact of a recent decision with regards to our Medicare participation. There have been increasing pressures, both financial and administrative, with regards to providing care for Medicare patients. Congress has repeatedly failed to take corrective measures to ensure our practice's long-term participation with the program.

In an effort to maintain our commitment to our practice philosophy, and at the same time, honor the commitments to our own personal families, we have made a difficult decision that will affect many of our patients. Effective January 1, 2013, we will officially opt out of Medicare.

By opting out of Medicare, this means that Medicare and Medicare Advantage plans will no longer pay for services that you receive from our office. We realize the ramifications that this decision will have on many of you, but also realize that it is necessary to help ensure the overall long-term viability of our practice. We have to continually adapt to an ever-changing healthcare environment, and this has certainly proven to be quite difficult for obvious reasons.

We stand committed to continue providing the highest quality, personalized, comprehensive primary medical care that you have come to know. You can contact our office for further information regarding alternative payment arrangements for services or to have your records forwarded to another medical provider of your choice, if alternative payment is just not an option for you. It has truly been an honor and privilege to serve you over the years and we feel blessed that so many of you have entrusted your and your family's care to us.

Sincerely:

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Harry P. Izbicki, DO

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Jonathon A. Izbicki, DO

## Medicare Private Contract

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called "physician"), whose principal medical office is located at \_\_\_\_\_ and \_\_\_\_\_ (a patient enrolled in Medicare Part B, hereinafter called "patient"), who resides at \_\_\_\_\_.

### Background

A provision in the Social Security Act permits Medicare beneficiaries and physicians to contract privately outside of the Medicare program. Under the law as it existed prior to January 1, 1998, a physician was not permitted to charge a patient more than a certain percentage in excess of the Medicare fee schedule amount. A new provision, which became effective on January 1, 1998, permits physicians and patients to enter into private arrangements through a written contract under which the patient may agree to pay the physician more than that which would be paid under the Medicare program.

A "private contract" is a contract between a Medicare beneficiary and a physician or other practitioner who has opted out of Medicare for two years for all covered items and services he/she furnishes to Medicare beneficiaries. In a private contract, the Medicare beneficiary agrees to give up Medicare payment for services furnished by the physician/practitioner and to pay the physician/practitioner without regard to any limits that would otherwise apply to what the physician/practitioner could charge.

The purpose of this contract is to permit the patient (who is otherwise a Medicare beneficiary) and the physician to take advantage of this new provision in the Medicare law and sets forth the rights and obligations of each. This agreement is limited to the financial arrangement between Physician and Patient and is not intended to obligate either party to a specific course or duration of treatment.

Patients and physicians who take advantage of this provision are not permitted to submit claims or to expect payment for those services from Medicare.

### *Exception:*

In an emergency or urgent care situation, a physician/practitioner who opts out may treat a Medicare beneficiary with whom he/she does not have a private contract and bill for such treatment. In such a situation, the physician/practitioner may not charge the beneficiary more than what a nonparticipating physician/practitioner would be permitted to charge and must submit a claim to Medicare on the beneficiary's behalf. Payment will be made for Medicare covered items or services furnished in emergency or urgent situations when the beneficiary has not signed a private contract with that physician/practitioner.

### **A. Obligations of Physician**

1. Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. Physician agrees not to submit any claims under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.

3. Physician acknowledges that (s)he will not execute this contract at a time when the patient is facing an emergency or urgent health care situation.

#### **B. Obligations of Patient**

1. Patient or his/her legal authorized representative agrees not to submit a claim (or to request that the physician submit a claim) under the Medicare program for such items or services as physician may provide, even if such items or services are otherwise covered under the Medicare program.
2. Patient or his/her legal authorized representative agrees to be responsible, whether through insurance or otherwise, for payment of such items or services and understands that no reimbursement will be provided under the Medicare program for such items or services.
3. Patient or his/her legal authorized representative acknowledges that that Medicare limits do not apply to what the physician/practitioner may charge for items or services furnished by the physician/practitioner.
4. Patient acknowledges that Medigap plans do **not**, and other supplemental insurance plans may elect not to, make payments for items and services not paid for by Medicare.
5. Patient acknowledges that (s)he has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the (s)he is not compelled to enter into private contracts that apply to other Medicare covered services furnished by other physicians or practitioners who have not opted out.
6. Patient acknowledges that (s)he or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the physician/practitioner that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

#### **C. Physician's Status**

Patient further acknowledges his/her understanding that physician (has/ has not) been excluded from participation under the Medicare program under Section 1128.

#### **D. Term and Termination**

This agreement shall commence on the above date and shall continue in effect until \_\_\_\_\_ (physician should insert date which is two [2] years after [s]he signs the affidavit). Despite the term of the agreement, either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both physician and patient agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this contract, shall survive this contract.

I have read and understand the provisions regarding private contracting.

By signing this contract, I accept full responsibility for payment of the physician's or practitioner's charges for all services furnished to me from the date written above.

\_\_\_\_\_  
**Name of Physician (printed)**

\_\_\_\_\_  
**Name of Patient (printed)**

\_\_\_\_\_  
**Signature of Physician**

\_\_\_\_\_  
**Signature of Patient**

\_\_\_\_\_  
**Date**

## Medicare Opt-Out Affidavit

I, \_\_\_\_\_, being duly sworn, depose and say on this date \_\_\_\_\_:  
(Full name of physician)

1. I promise that, except for emergency or urgent care services (as specified in Centers for Medicare & Medicaid Services [CMS] Internet-Only Manual [IOM] Publication 100-02, *Medicare Benefit Policy Manual*, Chapter 15, Section 40.28), during the opt-out period I will provide services to Medicare beneficiaries only through private contracts that meet the criteria of the CMS IOM Publication 100-02, *Medicare Benefit Policy Manual*, Chapter 15, Section 40.8 for services that, but for their provision under a private contract, would have been Medicare-covered services.
2. I promise that I will not submit any claim to Medicare for any item or service provided to any Medicare beneficiary during the opt-out period, nor will I permit any entity acting on my behalf to submit a claim to Medicare for services furnished to a Medicare beneficiary, except as specified in the CMS IOM Publication 100-02, *Medicare Benefit Policy Manual*, Chapter 15, Section 40.28.
3. I understand that, during the opt-out period, I may receive no direct or indirect Medicare payment for services which I furnish to Medicare beneficiaries with whom I have privately contracted, whether as an individual, an employee of an organization, a partner in a partnership, under a reassignment of benefits, or as payment for a service furnished to a Medicare beneficiary under a Medicare Advantage plan.
4. I acknowledge that, during the opt-out period, my services are not covered under Medicare and no Medicare payment may be made to any entity for my services, directly or on a capitated basis.
5. I promise that, during the opt-out period, I will be bound by the terms of both this affidavit and the private contracts that I enter into with Medicare beneficiaries.
6. I acknowledge that the terms of this affidavit apply to all Medicare-covered items and services furnished to Medicare beneficiaries by me during the opt-out period (except for emergency or urgent care services furnished to the beneficiaries with whom I have not previously privately contracted) without regard to any payment arrangements I may make.
7. I understand that a beneficiary who has not entered into a private contract and who requires emergency or urgent care services may not be asked to enter into a private contract with respect to receiving such services and that the rules of the CMS IOM Publication 100-02, *Medicare Benefit Policy Manual*, Section 40.28 apply if I furnish such services.
8. [*Applies to physicians who have signed a Part B participation agreement.*] I acknowledge that my Part B participation agreement terminates on the effective date of this affidavit.

Please refer to the CMS IOM Publication 100-02, *Medicare Benefit Policy Manual*, Chapter 15, Section 40, for additional Medicare regulations that apply to entering into private contracts.

All items below represent the minimum information required to opt out, please ensure all items have been completed:

Provider's Legal Business Name: \_\_\_\_\_

Principal Office Address (cannot be P.O. Box): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Medicare Provider Transaction Access Number (PTAN) (if one has been previously assigned): \_\_\_\_\_

Physician's Tax Identification Number (TIN) or Social Security Number (SSN): \_\_\_\_\_

Specialty (i.e., Doctor of Medicine, etc.): \_\_\_\_\_

**The below elements are required in addition to the above if you wish to continue to order or refer services for Medicare beneficiaries after you have opted out. If the information is not provided, you will not be able to order or refer services for Medicare beneficiaries.**

Date of Birth: \_\_\_\_\_

NPI: \_\_\_\_\_

Signature of **provider**: \_\_\_\_\_

**Please mail completed opt-out affidavit forms to the following address as appropriate:**

<b>Connecticut Providers</b>	<b>New York Providers (All Counties)</b>
National Government Services, Inc. P.O. Box 6229 Indianapolis, IN 46206-6229	National Government Services, Inc. P.O. Box 6230 Indianapolis, IN 46206-6230

June 4, 2013

Dear Valued Patient:

We are excited and happy to invite all of you, who have entrusted your healthcare to us over the years, to a new kind of family healthcare practice that we shall embrace in the very near future. This type of practice is known as a Direct Primary Care (DPC) Practice. Its popularity is growing rapidly and it will provide you with the finest primary care experience available anywhere in the country. We will be an insurance-free practice. This does not mean, however, that those of you with insurance cannot remain patients. It simply means that we will no longer bill or seek payment from your insurance company for services we provide to you and your family.

A few of the benefits for you will be:

1. 24 hour physician access. You can generally expect after hours calls to be returned by Dr. Jon or Dr. Harry personally within 30 minutes.
2. Extended visits in a relaxed office environment - which will help us to more adequately address your questions or concerns with patience and understanding
3. E-mail correspondence
4. Virtual visits via Skype or Face Time (when deemed appropriate by physician)
5. No more copayments
6. No more coinsurance
7. No more deductible payments
8. No per visit charges
9. Fee is all-inclusive (except for vaccines)

This will allow us to maintain our commitment to our belief in medicine and the practice of medicine and our commitment to you and your healthcare. We feel very strongly about the benefits of providing care to you in our private practice environment and just how critical it is to continue providing unbiased medical opinions independent of any outside influences, which might not otherwise be possible in other practice settings.

Monthly membership rates under this new model of care will be:

Individual - \$65/mo

Couples - \$125/mo

\*Family - \$135/mo (includes parents and 1<sup>st</sup> child) + \$5/mo for each additional child

\*Dependent children 22 years old and under.

Our anticipated start date for this new practice is September 1, 2013. For those of you that have already expressed interest to us and for those who would like to continue to work together to meet your ongoing healthcare needs, we ask that you read and sign the enclosed contract and return it to our office as soon as possible, but no later than July 1, 2013. Our practice membership will be limited, so please respond as soon as possible so that we can add your name to the growing list of current patients that have already signed up and expressed their interest in this new model of care. If you would like more information, please visit our website at [www.doctoriz.com](http://www.doctoriz.com) or call our office for further details.

We look forward to hearing from you!

Best in Health:

Jonathon A. Izbicki, DO

Harry P. Izbicki, DO

July 1, 2013

Dear Valued Patient:

We hope this letter finds you in good health. Approximately one month ago we mailed out letters informing patients of our practice's transition to a new model, Direct Primary Care. This is truly a transformative approach to delivering Primary care, in the most cost-effective manner.

For an affordable monthly membership fee, patients in our practice will have access to **unlimited office visits without the need for copayments, coinsurance, and deductibles**. In addition, we are currently negotiating **wholesale pricing on many medications, as well as laboratory tests and imaging studies**. **The cost savings that we obtain will be passed directly along to our members, which we believe will help offset the cost of membership in our practice**. By eliminating middle-men, we will be able to help patients obtain more cost-effective treatment for their Primary Care needs.

Many have already responded regarding membership in our new practice. We are now reaching out to those of you that have not yet responded. Given our anticipated transition to this DPC model in September, we are requesting that all of our current patients inform us of their intention as soon as possible. Given the level of commitment that we have to you and our desire to continue delivering healthcare services at the highest level, **membership in this new practice will be limited**. We want to extend this opportunity, so that we can continue to provide the best possible Primary Care to you and your family.

We ask that you kindly respond with your intentions by **July 15, 2013**. Unfortunately, if we do not hear from you by this date, as of **September 15, 2013 we will no longer be able to provide you with any medical care going forward**. Please call our office at 864-3749 with any questions or concerns. You can also visit our website at [www.doctoriz.com](http://www.doctoriz.com) for more details or visit us at [www.facebook.com/IzbickiFamilyMedicineErie](http://www.facebook.com/IzbickiFamilyMedicineErie), to view interactive discussions we've had with patients and members of the community regarding this model of care.

Sincerely:

Jonathon A. Izbicki, DO

Harry P. Izbicki, DO

June 28, 2013

Dear Valued Patient:

Welcome and thank you for expressing interest in our Direct Primary Care medical practice! We are looking to transform how patients receive Primary medical services in our community. In addition to unlimited visits with us for an affordable monthly fee, we are currently in the process of negotiating wholesale prices on generic medications, lab services, and imaging studies, which will further help patients obtain the most cost-effective Primary care possible, regardless of insurance. We will pass along the best possible prices for these services directly to members of our practice. We would ask that you review and sign the enclosed Annual Contract as soon as possible so that we can reserve your membership in our practice. Monthly membership payments will start in September. We will include a 5% discount for memberships paid in full annually. Please don't hesitate to contact our office with any further questions or concerns that you may have in the interim.

Sincerely:

Jonathon A. Izbicki, DO

Harry P. Izbicki, DO

Are you tired of waiting for an appointment with your doctor?

Are you tired of long waiting room times and only getting a few minutes with your doctor?

Are you tired of not getting all of your questions answered during your visit?

Are you tired of feeling like your health care is not a priority?

**Izbicki Family Medicine can help! Our promise is: Always here. Always available. Your care *is* our Primary Care.**

We are a Direct Primary Care practice. This means we have a smaller practice size, one in which we can devote more time and attention to each individual. We are able to develop more meaningful relationships with each patient and provide the highest level of quality, personalized care.

### **Benefits:**

- **Unlimited access to your physician** (email, text, phone or Skype)
- **Patient centered care** (knowing you as a person and not just a patient)
- **No copays**
- **Unhurried appointments**
- **Same-day appointments**
- **Reasonable costs on wholesale medications, labs, and imaging**
- **No additional in-office fees**

Always here. Always Available.  
Your care *is* our Primary Care.  
[www.doctoriz.com](http://www.doctoriz.com)



## **Izbicki Family Medicine**

3424 Peach Street Erie PA 16508

***Direct Primary Care***

3424 Peach Street  
Phone: 814-864-3749  
Fax: 814-864-9757  
[www.doctoriz.com](http://www.doctoriz.com)

Izbicki Family Medicine is excited to pioneer Erie's 1st insurance-free medical practice, known as Direct Primary Care. As a Direct Primary Care practice, we operate on a monthly fee, which provides you with unlimited access to your private physician without worrying about paying co-payments, co-insurances or deductibles. Because we are an insurance-free practice, we can offer many services free of charge in order to maximize your health care. We offer wholesale medications and lab tests and can help you get discounts on radiology/imaging services which will be of substantial savings to you!



**Direct Primary Care practices have the ability to decrease the cost of insurance by 30-50%, thus making health insurance affordable again.**

1. This is a great alternative for small businesses to avoid expensive insurance plans.
2. We recommend that patients carry some type of major medical plan to help cover costs associated with catastrophic medical care, including hospitalization, surgeries, and medical emergencies.
3. The monthly fee is reimbursable through HSA's (Health Savings Account). FSA's (Flexible Spending Accounts) can also be used to cover medical care when you receive services.
4. Visit our website to get started!  
[www.doctoriz.com](http://www.doctoriz.com)

We are a Direct Primary Care (DPC) practice. We are an insurance-free medical practice. This simply means that we will no longer bill or collect payment from insurances for your care. All that is needed to be a patient in our practice is an annual medical services fee, paid monthly. This fee will cover our costs of providing care to you and your family. This also means that you will no longer be required to pay us copayments, co-insurances, or deductibles for care we provide through our office. Furthermore, our wholesale medications, laboratory, and imaging services offer a very affordable solution for meeting your family's and your health care needs. Individuals, couples, and families may join. Our medical service fees are not insurance nor a substitute for insurance. We recommend coupling a qualified high deductible health insurance or major medical plan, along with our DPC practice, as the most cost-effective solution for your health care.



Always here. Always Available.  
Your care *is* our Primary Care.  
[www.doctoriz.com](http://www.doctoriz.com)

In order to provide our patients with the highest possible level of quality, personalized care, practice size will be limited. Rates are as follows:

<b>Individual</b>	<b>\$65/month</b>
<b>Couples</b>	<b>\$125/month</b>
<b>Family (both parents &amp; dependent children 22 years old and under)</b>	<b>\$135/month (includes both parents &amp; 1st child) + \$5/month for each additional child</b>
<b>Parent (father or mother only) &amp; 1st child</b>	<b>\$75/month (+ \$5/month for each additional child)</b>
<b>Child only (No parents)</b>	<b>\$65/month (1st child) + \$5/month for each additional child</b>

We are always happy to answer any questions!  
Please don't hesitate to call us!  
And like us on Facebook!

[www.facebook.com/IzbickiFamilyMedicineErie](http://www.facebook.com/IzbickiFamilyMedicineErie)

**814-864-3749**