

## **BINDING TERMS AND CONDITIONS OF PROGRAM PARTICIPATION**

Patient has applied to participate in the HealthWell Foundation's (HWF) copayment assistance program (Program) for a specific disease fund\*. Based on the information provided during Patient's Screening (Screening), HWF has approved Patient to receive one or more grants of financial assistance under the Program (Grant) to help Patient cover the cost of coinsurance, copayments, deductibles, or health care premiums for certain therapy(ies) and treatment(s) described during Screening, and as prescribed by Patient's health care provider(s) (Assistance). Patient may obtain Assistance either through a reimbursement request submitted directly to HWF (Reimbursement Request Form) or through usage of a HWF pharmacy card (Pharmacy Card). Patient agrees that each and every request or claim made by or on behalf of Patient under a Grant (Claim) through a Reimbursement Request Form, usage of a Pharmacy Card or otherwise, constitutes Patient's affirmation of, and agreement with, the following:

All information obtained during Screening is true and complete in all respects. Patient will promptly notify HWF if any information provided during his/her Screening changes, including income level, insurance status or medical condition.

Patient must make Claims under a Grant at least once every 120 days following the Grant approval date. If HWF does not receive a Claim from Patient within any 120 day period, (i) the Grant may be marked inactive, and (ii) HWF provides no assurance that eligible payments will be made under an inactive grant. HWF will only pay Claims that cover dates of service falling within the enrollment period. HWF will consider payment on a case-by-case basis depending on circumstances related to reason for delay.

Persons with private insurance, COBRA, Medicare, full Medicaid, and other federal or military supported insurance coverage may be eligible for a Grant under the Program. Persons without insurance and/or with discount cards only do not qualify for Grants. Patients with Medicaid spenddowns, health savings accounts, medical savings accounts and/or health retirement accounts can be considered on a case-by-case basis. Patient is not required to exhaust his/her Flexible Spending Account (FSA) before submitting a Claim, however, HWF will not pay any Claim for any service or cost already reimbursed. HWF will pay a Claim for a copayment, coinsurance or deductible only if it is related to an eligible medication covered under the applicable disease state recognized by HWF and Patient's insurer pays for a portion of the medication(s) or if Patient experiences a temporary coverage gap (e.g., the Medicare Part D "donut hole"). HWF's payment of a Claim for a health insurance premium is approved based on the insurer paying for an eligible medication covered under the applicable disease state recognized by HWF. HWF can pay a Claim for an insurance premium payment to the insurer (direct-to-Patient premium payments are made on a case-by-case basis). All Claims made to HWF should be complete and accurate in all respects and include all required documentation related to the type of Assistance.

The prevention of fraud is of utmost importance to HWF. HWF has the right to verify the accuracy of information provided during Screening, all information contained in any Claim, and Patient's ongoing Program eligibility. For regulatory purposes, HWF will verify Patient's income through a third party service. Specifically, HWF will securely provide Patient's name, address, social security number and date of birth to a third party service for this verification. If the income information cannot be verified or the information provided during Screening is significantly different than the income the third party service discovers and reports to the Foundation, HWF will require full income documentation review. While HWF waits for this information and during the review period, the grant will be frozen and no disbursements will be made by the Foundation. The Pharmacy Card will be deactivated and Claims submitted will not be paid. If upon review, HWF determines Patient is not eligible based on income, Patient's Grant will be closed.

Patient does not receive any financial assistance from any other person or entity for any amount for which Patient has or will make a Claim (including but not limited to any assistance from Medicaid, any state drug assistance program, any patient or copayment assistance program or any foundation).

Neither HWF nor any organization HWF engages to administer the Program is in any way liable for the failure of any treatment or therapy prescribed by Patient's health care provider(s), or for any harm or adverse effect any such treatment or therapy may have or cause, and Patient holds HWF (and its officers, directors, employees, agents and administrators) harmless from all such liability. HWF and its employees and agents are authorized to obtain and discuss medical, treatment, therapy, financial and other information relating to Patient with his/her health care providers and their staffs, pharmacy, employer, insurance company, and any other person or entity working on Patient's behalf to obtain eligible treatment or therapy. Neither HWF nor any of its employees or agents will disclose any Patient individually identifiable information to any third party except as provided above, as required by law, as deemed appropriate by HWF to resolve any potential fraud or audit irregularity, or as necessary or appropriate for HWF to provide Assistance to Patient under the Program. HWF may use information and data relative to Patient to develop aggregate reports as HWF deems appropriate.

HWF has the right at any time, without notice to Patient, to modify or discontinue all or any part of the Program and/or any Grant, both generally and with respect to Patient or any other specific Program participant.

Patient has the right to change his/her physician, pharmacy or other provider, and/or the therapy, treatment or medication being prescribed to Patient, without affecting Patient's Program participation.

\*Patients seeking assistance through non-disease specific funds (e.g., Pediatric Assistance Fund), will have additional requirements to meet prior to grant approval. Once approved, pursuit of payment constitutes Patient's affirmation of, and agreement with, the Terms and Conditions contained herein.