

## BINDING TERMS AND CONDITIONS OF PROGRAM PARTICIPATION

1

Patient has applied or has granted permission for an advocate to apply on Patient's behalf, 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).

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In order to comply with regulatory requirements, as explained in Screening attestations, HWF will verify Patient's income through a third-party service at the point of application. 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 if the income the third party service discovers and reports to the Foundation exceeds the Program limit, HWF will require full income documentation review prior to activation of Grant. While HWF waits for this information and during the review period, the Grant will remain inactive; and the Pharmacy Card will not be active and no disbursements will be made by the HWF. If upon review, HWF determines Patient is not eligible based on income, Patient's Grant will be closed.

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Patient may obtain Assistance either through a reimbursement request (Reimbursement Request Form) submitted directly to HWF 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. HWF has the right to independently verify, through any means of HWF's choosing, the accuracy of information provided during Screening, all information contained in any Claim, and Patient's ongoing Program eligibility.
- ✓ Patient may change assistance type (copayment to premium OR premium to copayment, when applicable) one time during his/her enrollment period.
- ✓ 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 in HWF's sole discretion, 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 the 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 by any third party. 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 eligible for approval only if the insurer pays 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 must be complete and accurate in all respects and must include all required documentation related to the type

of Assistance.

- ✔ 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 in its sole discretion to address, investigate or resolve any potential fraud or audit irregularity, or as necessary or appropriate for HWF in its sole discretion 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 in its sole discretion.
- ✔ HWF has, in its sole discretion, 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.
- ✔ Any check issued to or for the benefit of Patient must be cashed within 90 calendar days from the date of issue and clear the bank within 7 calendar days after cashing or such check and payment shall automatically be null and void as of the expiration of either such time period and will be rescinded.
- ✔ HWF utilizes commercially reasonable security measures and precautions intended to protect against security or other breaches that result in unauthorized access, loss, or disclosure to or of patient information and data that is (i) stored on HWF servers, (ii) submitted or transferred through the internet, and/or (iii) otherwise provided to HWF. While HWF will exercise commercially reasonable efforts to remedy any such security or other breaches, HWF can provide no assurance or guarantee that any information and/or data of or pertaining to Patient will be free from any unauthorized access, loss, or disclosure in the event of any security or other breach(es).

**AS A CONDITION TO RECEIVING ASSISTANCE FROM HWF, YOU HEREBY AGREE THAT (I) NEITHER HWF NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADMINISTRATORS, OR AFFILIATES WILL BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES WHATSOEVER (WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY) ARISING IN CONNECTION WITH ANY SECURITY OR OTHER BREACH THAT RESULTS, OR MAY RESULT, IN ANY UNAUTHORIZED ACCESS, LOSS, OR DISCLOSURE TO OR OF ANY OF YOUR PATIENT INFORMATION AND DATA AND (II) YOU HEREBY RELEASE HWF AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADMINISTRATORS, AND AFFILIATES FROM ANY LIABILITY WITH RESPECT THERETO.**

\*Patients seeking assistance through non-disease specific funds (e.g., Pediatric Assistance Fund, Cancer Related Behavior Health 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.