# LILLY CARES® FOUNDATION Patient Assistance Program Application

The Lilly Cares Foundation, Inc. ("Lilly Cares") is a nonprofit organization that offers a patient assistance program ("Program") to help qualifying patients obtain certain Eli Lilly and Company ("Lilly") medications at no cost. This Application Form is for patients who would like to apply to receive the available medication(s) at no cost through the Program.

Please complete and submit by fax or mail, or you may choose to apply online at www.lillycares.com.

## What medications are provided by the Lilly Cares Program?

Group 1 Medications	Group 2 Medications	Group 3 Medications
Cialis® (tadalafil) tablets Cymbalta® (duloxetine delayed-release capsules) Evista® (raloxifene hydrochloride) tablet Forteo® (teriparatide injection) Prozac® (fluoxetine capsules) Symbyax® (olanzapine and fluoxetine) capsules Zyprexa® (olanzapine)	Baqsimi <sup>®</sup> (glucagon) nasal powder Basaglar <sup>®</sup> (insulin glargine injection) Emgality <sup>®</sup> (galcanezumab-gnlm) injection Humalog <sup>®</sup> (insulin lispro injection) Humulin <sup>®</sup> (human insulin) Lyumjev™ (insulin lispro-aabc) injection Reyvow <sup>®</sup> (lasmiditan) Trulicity <sup>®</sup> (dulaglutide) injection	Humatrope <sup>®</sup> (somatropin) for injection Olumiant <sup>®</sup> (baricitinib) tablets Taltz <sup>®</sup> (ixekizumab) injection

Lilly Cares is temporarily not accepting new applications for Trulicity. Lilly Cares will accept applications for re-enrollments of those currently enrolled receiving Trulicity. Visit lillycares.com for updates.

Patients may apply to Lilly Cares to receive prescribed Lilly oncology medications by completing an online or printable application form at www.lillycares.com. Patients may also call 1-800-545-6962 to request an application.

## Who qualifies for the Lilly Cares Program?

#### To qualify, you must meet the requirements listed below:

- You are a permanent, legal resident of the United States, Puerto Rico, or U.S. Virgin Islands.
- Your healthcare provider has prescribed a Lilly medication listed above.
- You have no insurance or you have Medicare Part D.
- You are not enrolled in Medicaid, full Low Income Subsidy (LIS, "Extra Help") or Veterans (VA) Benefits
- Your annual household income is less than the Annual Adjusted Gross Income Limit listed below:

## **Annual Adjusted Gross Income Limit**

Based on 2023 Federal Poverty Level (FPL) Guidelines. See www.aspe.hhs.gov/poverty for more information.

Total Number of People in your Household (Including you and all family members)	<b>Group 1 Medications</b> (at or below 300% FPL)	Group 2 Medications (at or below 400% FPL)	Group 3 Medications (at or below 500% FPL)
1	\$43,740	\$58,320	\$72,900
2	\$59,160	\$78,880	\$98,600
3	\$74,580	\$99,440	\$124,300
4	\$90,000	\$120,000	\$150,000

<sup>\*</sup> If you live in Alaska, Hawaii, or have more than four people in your household please call us at 1-800-545-6962 for adjusted gross income limits.

## How do I apply?

Complete the Patient Section (pages 2-4); read and acknowledge the Consent, Terms and Conditions, and Privacy Notice in this document, sign the Patient Certification on page 4.

- Ask your healthcare provider to complete the Healthcare Provider/Prescriber Section (page 5), sign the prescription (page 5) and Healthcare Provider's/Prescriber's Confirmations and Agreements (page 6), and return.
- Fax or mail the completed and signed application to Lilly Cares at 1-844-431-6650 or PO Box 13185, La Jolla, CA 92039.

After we review your application, we will send a letter to you and your healthcare provider notifying you of whether you gualify for the Lilly Cares Program.



# **PATIENT SECTION**

Patient Information	tion [REQUIRED] Please ¡	print clearly.						
Patient Name: (Last)			(First)			(	MI)	
Date of Birth: (Month/Day/Year)							I	
Address:								
City:			State:	e: Zip:				
	your medication delivered? 1 ealthcare provider to confir		☐ To my health	care pro	vider's	office		
Preferred Telephone:	2 ()							
which may include up number in order to ap  Lilly Cares is no carrier outages  Be aware that a lift your mobile of These text mes  Do NOT report	ephone number and signing the dates on your enrollment state oply to Lilly Cares. Message at ot responsible if a communicate, or discontinued service, anyone who can open or have operator is not participating in assages are NOT reminders to a product complaints or adversers Center at 1-800-LillyRX (1	tus or medication shipm and data rates may apply ation is not delivered due e access to your phone this service, you will no take your medication. You se events (like side effect	ents. You understand of the total designation	erstand t and you lifficulties text me ages. sible to t	hat you can opt- s like se ssages. ake you	are not required to provide to out by calling 1-800-545-69 rver issues, phone r medication as prescribed.	your phone	
	Information [REQUIRED		Annual Hous	ohold Ir	ncomo	hoforo taxos		
(including you and all fa	Number of persons living in your household (including you and all family members):  Annual Household Income before taxes (Include wages, Social Security payments, disability and/or unemployment benefits, pensions, and any other income of yourself and those in your household)*:							
*When processing ye	our application, Lilly Cares	may contact you and i	require that yo	ou provi	de doci	umentation showing your	income.	
Patient Insurance	ce Information [REQUIF	RED]						
Do you have insuran	nce (check all that apply)?							
□ None	□ Me	edicare Part D			□М€	edicaid		
☐ VA or Military	□ Pr	ivate Insurance (exclud	ing Medicare F	Part D)**	□ Ot	her		
**e.g., employer spons	sored plan, Health Insurance l	Marketplace plan						
✓ PLEASE NOTE: No	t signing page 4 of this form a	and providing ALL requ	ired information	on above	will de	ay the processing of your a	pplication.	
Patient Authoriza	ation for Automatic Pre	scription Refills ("	<b>'Auto-refill</b> "	') [Optio	nal]			
will send you a text me healthcare provider for	ws refills, Lilly Cares can auto essage letting you know when a prescription renewal before has no more renewals. If you	your medication has she your next refill due date	ipped. When y e. Auto-refills v	ou have vill stop a	zero ref at the er	fills remaining, we will conta nd of your program enrollme	ct your nt period or	
☐ Yes, automatically f	ill my medication when I am d	ue for a refill.						
$\hfill\square$ No, do not automati	cally refill my medication. I wil	ll call Lilly Cares when I	am due for a r	efill.				
Patient Authoriz	ation to Speak with Au	thorized Represer	ntative [Option	onal]				
participation in the Lilly	ames of one or more people was Cares Program. These people ty will terminate at the end of	le can provide or receiv						
By providing the name(s) below, you certify that these individuals are aware and agree that you will provide their name to Lilly Cares for the purpose of serving as your authorized representative.								
1. Print Name of Autho	rized Representative		2. Print Name	e of Auth	orized F	Representative		
You can change or ren	nove Authorized Representativ	ve(s) at any time by call	ling Lilly Cares	at 1-800	)-545-69	962.		

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#### **Privacy Notice:**

We may use and save your personal information to meet legal or regulatory obligations that are in the legitimate interest of Lilly Cares, to fulfill legitimate and lawful business purposes in accordance with Lilly Cares' record retention policies and applicable laws and regulations, and to respond to lawful requests by public authorities, including to comply with national security or law enforcement requests.

Some of this personal information may be considered sensitive under applicable laws, such as information about your health or medical diagnosis and demographic information collected in some circumstances, such as race, ethnic origin, and sexual orientation. We may process your sensitive personal information with your consent, or as otherwise permitted by law.

Lilly Cares does not use or disclose your sensitive personal information except for limited purposes that are authorized by law. For example, Lilly Cares may collect information about your health or medical diagnosis to provide you specific functionality or products or services that you have requested. Applicable laws do not afford you rights to limit the use or disclosure of sensitive personal information for these purposes, although we may nonetheless ask for your consent or provide you choices about how we use this information depending on the relevant context.

We may de-identify certain of the information described above. To the extent we maintain and use de-identified information in its de-identified form, and do not re-identify such information except as permitted by law, this de-identified information is not personal information and is not subject to this Notice.

Lilly Cares does not sell personal information about consumers that are protected under applicable law to third parties or share such personal information with third parties for targeted or cross-context behavioral advertising, as those terms are defined by applicable law.

We may transmit personal information about you to Lilly and its affiliates worldwide (who may be assisting with the administration of Lilly Cares). These affiliates may in turn transmit personal information about you to other Lilly affiliates. Some of Lilly's affiliates may be located in countries that do not ensure the same level of data protection. Nevertheless, all of Lilly's affiliates are required to treat personal information in a manner consistent with this notice. To obtain additional information about privacy practices, including the basis for transfers and safeguards in place for cross-border transfers of personal information, please contact privacy@illy.com or visit https://www.lilly.com/privacy.

We provide reasonable physical, electronic and procedural safeguards to protect information we work with and maintain. We limit access to your information to authorized employees, agents, contractors, vendors, subsidiaries, and business partners, or others who need such access to information to carry out their assigned roles and responsibilities on behalf of Lilly Cares. Please be aware, although we try to protect the information we work with and maintain, no security system can prevent all potential security breaches. We do not sell personal information.

Upon verification, you have the right to request information from us regarding how your personal information is being used and with whom that information is being shared. You also have the right to request to see and get a copy of the personal information that we have about you, request its correction or request its erasure/deletion. You may be entitled, in accordance with applicable law, to appeal a refusal to take action on your request.

There may be exceptions that apply to your request.

In limited circumstances, you may have the right to have your information transmitted to another entity or person in a machine-readable format. You will not be discriminated against for exercising any of your rights.

To exercise your rights, you or your authorized representative may submit a request by contacting us using one of the methods listed below. You may make any of the above requests by contacting us at:

Lilly Cares Foundation Patient Assistance Program PO Box 13185

La Jolla, CA 92039 Phone: 1-800-545 -6962

If you wish to raise a complaint on how we have handled your personal information, you can contact the Global Privacy Office and Data Protection Officer at privacy@lilly.com who will investigate the matter for Lilly Cares.

If you are not satisfied with our response or have any concerns about how your data is being processed you can register a complaint with a relevant regulatory authority (e.g., a Data Protection Authority (DPA) or Attorney General).

## PATIENT CERTIFICATION (AGREEMENT)

#### Lunderstand that

- · Lilly Cares will decide if I qualify for the Program. I understand that my application might not be approved.
- · Lilly Cares may change or end the Program, or terminate my enrollment in the Program, at any time.
- Lilly Cares does not charge a fee to apply for participation in the Program. I am not required to use a third party who charges a fee to help with my enrollment, and if I use a third party who charges a fee to help with my enrollment or refills of my medication, this money is not paid to Lilly Cares.
- If my application is approved, my approval letter will tell me when my enrollment will expire (generally in 12 months or at the end of the calendar year for those with Medicare Part D). After my enrollment expires, I will need to reapply to the Program.
- · For infused medications, I must have received treatment within 180 days of application approval, if granted.
- · If I do not sign or refuse to sign this form, I will not be eligible for the Program.

## I certify (agree) that:

- I am a permanent, legal resident of the United States, Puerto Rico, or U.S. Virgin Islands.
- My application is complete and accurate. I have been truthful about my insurance coverage and income.
- · I meet the Program eligibility criteria, including income and insurance coverage requirements, as shown on page 1 of this application.
- I will promptly provide documentation supporting the information I have provided in this application (e.g., income verification documents) if such
  documentation is requested by Lilly Cares. (Failure to promptly provide complete and accurate documentation when requested may result in immediate
  termination of application review or removal from the Program if application has already been approved).
- I authorize the Lilly Cares Program Representatives to obtain a consumer report about me in conjunction with my application. Lilly Cares may use my name, date of birth, and address to obtain my consumer report including, but not limited to, information regarding my household size and income. My consumer report will be used to estimate my household income as part of the process to decide if I am eligible for the Program. This inquiry will not impact my credit score. Upon request, Lilly Cares will provide me the name and address of the consumer reporting agency that provides the credit information. I may call Lilly Cares at 1-800-545- 6962 for this information. I understand Lilly Cares may request proof of my annual income as a requirement of enrollment in Lilly Cares.
- If my application is approved:
  - o I will notify Lilly Cares of changes to my income or insurance status.
  - o I will not submit any claim for reimbursement to any third party or government insurer for any product provided to me through the Lilly Cares Program.
  - o If I have Medicare Part D coverage, I will not seek to have the cost/value associated with the medication I receive through the Program counted as out-of-pocket costs for prescription drugs.
  - o If I have Medicare Part D coverage, I will inform my Part D Plan about my enrollment in Lilly Cares.
  - o I will not sell, trade, or transfer any medication I receive through the Program.

## I consent to the sharing, use, and receipt of information about me, as described:

I understand that I or my healthcare provider's office is submitting this application to see if I qualify for assistance with my Lilly medications through Lilly Cares. I understand that before Lilly Cares can assist me, Lilly Cares may need to collect, use, and share information about me. When I sign below, I am authorizing any pharmacy, healthcare provider, and or others who are in possession of my personal information, including protected health information (PHI), to share information about me with Lilly Cares, Lilly, and their affiliates, employees, agents, vendors, and business partners who may be assisting with the administration of Lilly Cares ("Receiving Entities"), including health information; in addition, I understand and am authorizing the Receiving Entities to share, use, and disclose my information for the purposes of operating the program.

### The Receiving Entities may receive, share, and use the following information:

- Information in this application.
- · Information about your medical conditions, treatment, current and future medications, and insurance information.
- Other information the Receiving Entities may obtain to operate Lilly Cares.
- The Receiving Entities may share your information with your healthcare providers and pharmacists.
- · Your healthcare providers and pharmacists may share your information with the Receiving Entities.

### The Receiving Entities may share your information for the following purposes:

- · To review your application to determine your eligibility and to contact you or your healthcare provider, if necessary, for that review.
- · To help operate Lilly Cares and for the Receiving Entities' internal purposes involving other patient assistance and charitable programs.
- To your pharmacies and healthcare providers relating to your participation in Lilly Cares, including personal information and information about your prescription medications.
- · Track use of medication.
- · To measure program performance and make program improvements.
- We only ask for and share the PHI that we need to operate the program. We do not ask for any PHI that we don't need, but we may receive some in health records sent to us.
- You don't have to give permission to share your PHI with Lilly Cares, but we may not be able to assist you without it.

#### By my signature below, I also agree to the following:

- · After your PHI has been shared, it may no longer be covered by federal and state privacy laws (such as HIPAA), and it may be shared again.
- I understand that program representatives can contact me to collect any additional information needed to provide these services to me.
- This authorization allows those who rely on it to release my Protected Health Information for 3 years from the date I have signed it unless I am a resident of Maryland, Maine or Montana, in which case the permission will last for 1 year from the date of signature.
- I understand that I can cancel my consent at any time by sending a written notice to Lilly Cares at the address on this application. If I cancel my consent, I will no longer qualify for Lilly Cares. My healthcare providers will no longer share my PHI with the Receiving Entities after the date that the Receiving Entities receive and process my cancellation letter, but this will not affect information or disclosures shared before that time. Additionally, once my cancellation is received and processed by the Receiving Entities, my participation in Lilly Cares will be terminated, and after my participation is terminated, the Receiving Entities will only maintain and use my information for legal and regulatory purposes.
- I have been provided a copy of this authorization.

Signature of Patient or Legal Guardian:		Date:	
	(SIGNATURE REQUIRED)		
Printed Name of Patient:			
Not signing this form will result in an incomplete submission and a delay in requested services.			

# **HEALTHCARE PROVIDER/PRESCRIBER SECTION**

### Patient Information (all fields are required):

Note: If the patient's application is approved, medication will be delivered to the location selected by the patient in the patient section of this application (page 2). Please coordinate with your patient to ensure appropriate delivery location.

Lilly Cares is temporarily <u>not accepting new applications for Trulicity</u>. Lilly Cares will accept applications for re-enrollments of those currently enrolled receiving Trulicity. Visit lillycares.com for updates.

Patient Name:					Date of Birth:					
Address:					Phone:					
City:					State:		Zip Code:			
Drug Allergies:										
Other Medications:										
Rx: I authorize Lilly	Cares to act on	my behalf for the p	ourpose of transmi	tting this pre	escription	to the ap	propriate pl	narmacy.		
Medication:				Strength:	Today's date:					
Directions (Please Pr	nt):				•					
Quantity to be Dispensed:	☐ 4 mon	ths (max)	☐ 3 months	□ 3 months □ 2 months		□1 mc		nonth		
Refills #:			(up to one year of	treatment)	atment) Maximum dose per day:					
If prescribing insuling	n, confirm form	ulation (required)	:							
☐ Vial (not available	for Basaglar <sup>®</sup> , F	lumalog® U-200, c	or Lyumjev™ U-20	0)						
☐ KwikPen <sub>®</sub> (not av	ailable for Humر/	ulin <sup>®</sup> R 100 units/m	ıL)							
☐ Cartridge (only av	ailable for Huma	alog® 100 units/mL	)							
Your state may require by laws applicable to pi the limited purposes of	that prescription escriptions and a transmitting this	s follow certain co authorized prescrib order for prescript	ntent requirements bers in the states i ion medication.	s or use a pain which you	articular fo u are preso	orm. By si cribing. I a	gning belov authorize Li	w, you cert lly Cares to	ify that you act on r	ou are abiding my behalf for
Prescriber Signature:		<del></del>								
Dispense as written  Substitution/brand exchange permitted  Rubber stamps, signature by other office personnel for the prescriber, and computer-generated signatures will not be accepted.						ted				
Healthcare Provide	•	•	•	, , , , , , , , , , , , , , , , , , ,						
Printed Prescriber Name and Title:				DEA # (as required):						
State License # and State:			N	NPI #:						
Phone:	Phone:			F	Fax:					
Address:				·			·			
City:				S	State: Zip Code:					
Office Contact Name:				C	Office Contact Phone:					

## Healthcare Provider's/Prescriber's Confirmations and Agreements:

#### By signing the below, I certify the following statements:

- The information provided is accurate to the best of my knowledge.
- · I am disclosing this information for treatment purposes as well as other medical information that may be disclosed, including medical records of the patient, the Lilly Cares Foundation, Inc., Eli Lilly and Company, Lilly USA, LLC and their vendors, business partners, and agents (the "Program Representatives") for the purpose of assessing whether the patient qualifies for the Lilly Cares program through the duration of the patient's therapy. Prior to signing this form, I have ensured the Patient is aware of, has consented to, and has directed my disclosure of their information to Lilly Cares so that Lilly Cares may contact the patient to further enable services for those purposes and that such consent and direction applies to disclosures made through the duration of the patient therapy.
- I am licensed, will comply with and abide by my state practitioner dispensing laws for authorized prescribers in the state in which I am prescribing, receiving, storing, and dispensing the medication identified on this application to the patient listed in this application. I also will comply with applicable laws related to disposal of, and will properly dispose, unused Medication.
- I prescribed the above-referenced medication (the "Medication") to the patient listed on this form ("Patient") based on my independent clinical judgment that treatment with this Medication for the Patient is medically necessary.
- Any ICD-10 code I have provided is accurate, and for an FDA-approved indication and/or compendia use for the Lilly oncology medication I have prescribed for this patient.
- To the best of my knowledge the patient meets the financial need, insurance, and residency requirements of the Lilly Cares program. If I become aware the patient may no longer meet the criteria for the program, I agree to notify Lilly Cares.
- I have not received and will not seek reimbursement or payment for all or any part of the benefit received by the patient through Lilly Cares.
- I acknowledge and agree that any medication provided by Lilly Cares for this patient cannot be resold, nor offered for sale, trade, or barter, nor returned for credit (each a "Financial Use") I certify that I will not make or permit any Financial Use of any medication provided by Lilly Cares.
- If the patient has insurance, a claim or request has been made to that insurer, that claim has been denied, an appeal to the insurer has been completed and I have received a denial for that appeal as required by the program guidelines.
- If a retroactive insurer policy change allows for reimbursement of product already supplied at no charge, I agree not to seek reimbursement for that product, and to notify Lilly Cares of the availability of reimbursement. If I receive any subsequent reimbursement from any source for product supplied without cost by Lilly Cares, I will notify Lilly Cares and will follow Lilly Cares instructions regarding those funds. I acknowledge that I am not permitted to receive financial benefit from product provided by Lilly Cares.
- If I elect to receive medication from Lilly Cares under the Proactive Provision program, I will complete any requested documentation, will notify Lilly Cares if any product is not administered to the applicable enrolled patient and will return the product to Lilly Cares or appropriately destroy the product at the facility (if requested by Lilly Cares) and submit documentation to Lilly Cares confirming that the product has been appropriately destroyed.

#### I understand:

- · Lilly Cares will only provide medication to the extent consistent with its tax-exempt purposes, qualified under Section 170(e)(3) of the Internal Revenue Code, and authorized by Lilly Cares policies, which may include the providing of medication to me (as the eligible patient's healthcare provider) for the sole purpose of caring for the ill, needy, indigent and/or infants in the United States.
- Lilly Cares may change, terminate, suspend participation, limit enrollment, or recall/discontinue medications in the program without prior notice.
- I am under no obligation to purchase or prescribe any Lilly drug to participate in this program and I certify that I have not received, and I understand that I will not receive any benefit from any Program Representatives for prescribing a Lilly drug.
- Program Representatives are not responsible for filing any insurance claim.
- The information provided will be subject to potential reviews by Lilly Cares.
- Fax communications sent to a single number may split to multiple Receiving Entities for the purpose of operating the Program.
- If I elect to receive medication from Lilly Cares under the Proactive Provision program and I do not return or destroy the product provided and not used for the applicable enrolled patient, I will be billed for the product (or demand for equivalent payment in method determined appropriate by Lilly Cares to ensure that healthcare provider does not benefit from product provided by Lilly Cares) and I will be responsible for payment of the bill. Please contact Lilly Cares at 1-800-545-6962 for assistance with product returns.

My signature below attests to my understanding and agreement to the above program requirements.

Prescriber Signature:		Date:
Name of Prescriber:	Please print name	
Name of Lilly Cares Applicant:	Please print name	Date of Birth (Month/Day/Year):
Not signing this f	orm will result in an incomplete sul	bmission and a delay in requested services