



Genomic Life

Cancer Guardian™: Comprehensive Cancer Support

Calhoun City Schools

Provided by Genomic Life™
01/01/2022

BOOKLET OF MEMBERSHIP PARTICIPATION

THIS IS A LIMITED MEMBERSHIP BOOKLET OF PARTICIPATION. PLEASE READ IT CAREFULLY.

THIS BOOKLET DESCRIBES A CANCER SUPPORT PROGRAM OFFERED BY GENOMIC LIFE. IT IS NOT AN INSURANCE POLICY AND GENOMIC LIFE DOES NOT PROVIDE INSURANCE COVERAGE. IT IS ALSO NOT A SUBSTITUTE FOR HOSPITAL OR MEDICAL EXPENSE INSURANCE, A HEALTH MAINTENANCE ORGANIZATION (HMO) CONTRACT, OR MAJOR MEDICAL EXPENSE INSURANCE.

Genomic Life, Inc. welcomes you as a Member in the Cancer Guardian Membership. This is your Membership Booklet as long as you are eligible for Membership participation and you are an active Member. You will want to read it carefully and keep it in a safe place.

EMPLOYER MEMBERSHIP I.D.: CALH-2021-007460

GENOMIC LIFE IS NOT A MEDICAL SERVICE PROVIDER! Genomic Life does NOT provide medical treatment or health care clinical services of any type, makes no medical referrals, and issues no prescriptions. You should consult with your treating physician or other medical professionals regarding any and all treatment decisions.

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PART I - DEFINITIONS

When used in this Membership Booklet, terms listed below will mean:

Cancer

Cancer means a definite diagnosis of a malignant tumor which must be characterized by the uncontrolled growth of malignant cells. The term cancer includes but is not limited to, leukemia, lymphoma, sarcoma, melanoma, malignant bone marrow diseases, carcinoma in-situ and non-melanoma skin cancer.

The term cancer does not include benign tumors and pre-malignant conditions.

Cancer in Complete Remission

A cancer is considered a "Cancer in Complete Remission" if all the following criteria are met:

- The Participant must be deemed cancer-free and in complete remission by his/her treating physician;
- There must be no signs or symptoms of cancer;
- There must be no imaging or lab test results that show that cancer is still present in the body; and
- The Participant must not be receiving any form of active cancer therapy, and no such cancer therapy can be / is planned.

(Note that treatment with hormonal therapy to prevent cancer recurrence is acceptable and not considered active cancer therapy under the foregoing definition).

Dependent

Any of the following may be a "Dependent" of a Member, if the Employer identifies the individual to Genomic Life as such:

- I. A Member's Spouse, if such person:
 - A. is legally married to the Member (in the case of a spouse) ; and
 - B. is not otherwise covered as a Member.
- II. A Member's Dependent Child (or Children) as defined below.

Dependent Child; Dependent Children

Any of the following may be a "Dependent Child" of a Member, if the Employer identifies the individual to Genomic Life as such:

- I. A Member's natural child or stepchild, if that child is more than 0 days but less than 26 years of age.
- II. A Member's foster child, if:
 - A. that child is more than 0 days but less than 26 years of age; and
 - B. that child has been placed with the Member or the Member's spouse by an authorized state placement agency or by order of a court; and

III. An adopted child of a Member or a Member's spouse who is more than 0 days but less than 26 years of age will be considered a Dependent Child on the earlier of the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

Developmental Disability

A Dependent Child's substantial disability, as determined by Genomic Life, which:

- I. results from intellectual disability, cerebral palsy, epilepsy, or other neurological disorder; and
- II. is diagnosed by a Physician as a permanent or long-term continuing condition.

Employer

The business or other entity that employs the Member, as specified on the first page of this Membership Booklet.

Employer Information Brochure

The "Information Brochure" provided by Genomic Life to the Employer.

Member

An individual employee of an Employer who is at least eighteen (18) years of age, has satisfied any waiting period as defined by the Employer, has been identified as a Member hereunder and for which applicable Membership participation rates have been paid. Member may be referred to in this Membership Booklet as "You," "you," "Your" or "your."

Membership

Eligibility to participate in and receive the services provided under the Program.

Membership Booklet

This Membership Booklet that describes the terms of Membership participation.

Membership Anniversary

01/01/2023 and the same day of each following year.

Participant

A Member or a Dependent. "Participants" will refer to a Member and all Dependents of the Member who are eligible for participation in the Program.

Program

The Cancer Guardian Comprehensive Cancer Support program provided by Genomic Life, as described herein.

Signed or Signature

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by Genomic Life.

Written or Writing

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

PART II - CONTRACT ADMINISTRATION

Section A – Contract

Article 1- Contract Commitment

By enrolling in the Program, paying or allowing payment of Membership charges, or accepting any Program service, you consent and agree to all the terms and conditions of this Membership Booklet.

Your Membership will continue for one year, renewing on each Anniversary Date, subject to the terms and conditions of this Membership Booklet.

Article 2 - Employer Changes

Once you become a Member, any Program service changes requested by your Employer and agreed upon by Genomic Life, consistent with the options you select, will take effect on the date agreed upon by Genomic Life and your Employer.

Article 3 - Dependent Rights

A Dependent will have no rights under the Membership Booklet except as set forth in PART III, Section F, Article 1 (Member and Dependent Services Continuation).

Article 4 – Amendments and Interpretation

Amendments:

Genomic Life reserves the right to amend this Booklet as follows:

- I. At any time, without notice, and including retroactive changes, to the extent Genomic Life determines necessary to meet the requirements of any law(s) or any regulation or order issued by any governmental agency;
- II. Genomic Life determines that such change is required for consistent application of Program provisions; or
- III. By agreement between Genomic Life and the Employer.

Interpretation:

Genomic Life has complete discretion to construe or interpret the provisions of this Booklet, to determine eligibility for Program services and to determine the type and extent of Program services to be provided. The decisions of Genomic Life in such matters shall be controlling, binding and final as between Genomic Life and persons covered by this Booklet.

Section B - Membership Charges

Article 1 - Monthly Membership Rates

- | | | |
|---|---------|------------|
| I. Member: | \$19.00 | per Member |
| II. Dependent Spouse: | \$19.00 | per Member |
| III. Dependent Children receive Program services under the Member's enrollment at no additional cost, up to age 26. | | |

Article 2 - Monthly Membership Rate Changes

Genomic Life may change a Membership rate:

- I. On any Membership Anniversary if the average age or the male/female distribution for then covered Members has changed since the last Membership Anniversary; and
- II. on any Membership Anniversary following at least sixty (60) days' prior notice to the Member;
- III. on any date the definition of Member or Dependent is changed; and
- IV. on any date the Employer's business, as specified on an Employer application, is changed; and
- V. on any date that a class of eligible Members is changed.

Article 3 – Membership Payments

Each Member is responsible for paying the monthly Membership rate for the Member and his/her Dependents. The monthly Membership fees will be deducted from the applicable Member's paycheck by the Employer and remitted to Genomic Life.

Section C – Membership Termination

Article 1 - Termination of Member or Dependent Membership Benefits

If you choose to cancel your Membership, your Membership will end on the first day of the month following the date you provide notification to Genomic Life or your Employer, subject to the 12-month initial enrollment requirement.

Otherwise, Member and Dependent Membership will end as described in Part III, Section C below.

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Cancer Guardian

You will be eligible for Membership on the date you satisfy the waiting period as defined by your Employer and reported to Genomic Life by the Employer. Each Member must also be age 18 or older upon the effective date of Membership.

Article 2 - Dependent Cancer Guardian

A person will be eligible for Dependent Membership on the latest of:

- I. the date the applicable Member is eligible for Membership; or
- II. the date the person first becomes a Dependent of the applicable Member; or
- III. the date the person enters a class for which Dependent Membership is provided under the Employer Information Brochure; or
- IV. the date Dependent Membership participation is added as a Program service.

The Employer is expected to confirm Dependent Membership to Genomic Life. However, Genomic Life reserves the right to request or confirm documents or proof of Dependent eligibility, including, but not limited to, birth certificate, proof of adoption or guardianship, and other documents.

Section B - Effective Dates

Article 1 - Member Cancer Guardian

A Member's effective date for Program Membership will be the later of the first day of the month following the Member's enrollment or following payment of initial applicable Membership charges.

Article 2 - Dependent Cancer Guardian

Dependent Membership is available only with respect to Dependents of those Members who have effective Membership as set forth in Section B, Article 1 above and who have been confirmed as Dependents.

Section C – Individual Terminations

Article 1 - Member Cancer Guardian

Your Membership Benefits will terminate on the earliest of:

- I. the date the Employer and Genomic Life agree to terminate or cancel the Program for all Members, for any reason;
or
- II. the date the last monthly Membership charge or any required contribution is paid for your Program participation;
or
- III. any date desired if requested by the Member before that date but after the 12-month initial enrollment requirement; or
- IV. the date the Member ceases to be a Member as defined in PART I; or
- V. the date the Member ceases to be in a class or eligible group for which the Membership is provided; or
- VI. the date the Member retires; or
- VII. the date of Member's death; or

VII. the date the Member ceases to be employed with the Employer as reported by the Employer; provided, however, as long as monthly Membership charges are paid as required, Program services will continue if you elect to continue Membership under the continuation provision.

Article 2 - Dependent Cancer Guardian

Membership will terminate for a Dependent on the earliest of:

- I. the date the applicable Member's Membership ends, for any reason; or
- II. the date Dependent coverage is no longer made available for Members; or
- III. the date the last Membership charge is paid for the Member's Dependent coverage; or
- IV. any date desired if requested by the Member before that date but after the 12-month initial enrollment requirement and/or terms outlined in the Employer's executed master application and/or proposal; or
- V. for a Dependent Spouse or Domestic Partner on the date that Dependent Spouse or Domestic Partner ceases to be a Dependent as defined in PART I; or
- VII. for each Dependent Child, on the date that Dependent Child ceases to be a Dependent as defined in PART I.

Article 3 – Membership While Outside the United States

The Cancer Guardian Program is only available to Members or Dependents residing in the United States. Limitations may apply for services requested in U.S. Territories (ex: Puerto Rico).

Section D - Reinstatement

Article 1 - Reinstatement

A Member's terminated Membership will be reinstated if:

- I. Membership ceased because of a lapse of or interruption in employment and the Employer reports that the Member has returned to work for the Employer, in accordance with the Employer's leave of absence policies, and
- II. Membership fees are paid in full.

Your reinstated Membership will be in force on the date of return to work, provided you meet the definition of "Member" as defined in PART I.

Article 2 - Federal Required Family and Medical Leave Act (FMLA)

Your Employer may request that terminated Membership be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to otherwise meeting the definition of "Member" herein.

Section E - Continuation of Membership

Article 1 - Member and Dependent Services Continuation

Members and their Dependent Spouses are eligible to continue their Membership if employment terminates or if the Employer no longer offers access to Program services, subject to the Member making monthly Membership charge payments directly to Genomic Life.

Dependent Children are eligible to continue their Membership on an individual basis if they would like to maintain Membership after they turn 26, subject to making monthly Membership payments directly to Genomic Life.

A Member must submit an enrollment form for continuation of services, and the first monthly Membership charge for the individual Membership must be paid to Genomic Life within 90 days after the date the Member's Membership

would otherwise terminate. To avoid lapses in Membership, the Member should pay all past due or outstanding payments.

Article 4 - Dependent Membership Benefits - Developmentally or Physically Disabled Children

I. Qualification

Dependent Membership for a child may be continued after the child reaches the maximum age for Dependent Children as defined in PART I, provided that:

- A. the child is incapable of self-support as the result of a Developmental or Physical Disability and became so before reaching the maximum age;
- B. the child is dependent on the Member for primary support; and
- C. proof of the child's incapacity is sent to Genomic Life within 31 days after the date the child reaches the maximum age.

II. Period of Continuation

Membership for a Dependent Child who qualifies as set forth above may be continued until the earlier of:

- I. the date benefits would cease for any reason other than the child's attainment of the maximum age, or
- II. the date the child becomes capable of self-support or otherwise fails to qualify as set forth in the "Qualification" section above.

Section A - Member and Dependent Cancer Guardian

Article 1 - Cancer Support Specialist

Staffed by experienced cancer professionals (for example, but not limited to, oncology nurses), our dedicated Cancer Support Specialists help Members diagnosed with cancer access and coordinate the services available through their Cancer Guardian Membership. In addition, the Cancer Support Specialists provide a simple, patient-friendly resource for cancer patients to discuss their concerns, obtain valuable insights and information about their cancer, and improve their health literacy. Cancer Support Specialists will be provided for a maximum of 2 years per cancer diagnosis. This service is only available to Members and Dependents diagnosed with cancer. Dependents under the age of 18 must be accompanied on the line by a parent or guardian.

Article 2 - Cancer Information Line

A nurse-led information line is available to all Members and Dependents who have general questions relating to cancer, are interested in learning about risk reduction strategies, or who are supporting someone with cancer.

The Cancer Information Line access does not require a cancer diagnosis. Dependents under the age of 18 must be accompanied on the line by a parent or guardian. The support line is available starting on the Member and Dependent Membership effective date.

Article 3 – Comprehensive Genomic Profiling

Members and Dependents will have access to comprehensive DNA testing (also known as Comprehensive Genomic Profiling of the Cancer) for cancer if they become diagnosed with cancer while enrolled in Cancer Guardian Membership. Testing is subject to treating physician approval based on clinical need and necessity. Report results are delivered back to the treating physician via secured physician portal in 10-14 days from the date that the test specimen is received at the lab. Complex cases may require additional time for report. The cancer DNA report may include the following:

Genetic information that highlights additional options for potentially more effective treatments, for example:

- Immunotherapy(ies);
- Targeted therapy(ies);
- Clinical trial participation.

A cancer diagnosis is required for this DNA testing. Members and Dependents have access to a maximum of 3 cancer DNA tests for the lifetime of the Membership at no additional cost.

Genomic Life is not a medical service provider. Any DNA report is provided for information purposes and does not constitute medical advice. Your physician will continue to be responsible for recommending treatment options.

Article 4 - On-Site Nurse Advocate

Members and their Dependents will be provided an On-Site Nurse Advocate to attend a physician appointment relating to their cancer diagnosis.

A cancer diagnosis is required for the Onsite Nurse Advocate. Members and Dependents have access to 1) On-Site Nurse Advocate appointment per diagnosis at no additional cost.

The On-Site Nurse Advocate will provide a maximum of 1 hour for travel time to the appointment, 1 hour attending appointment and 1 hour for return travel. Any requirements above the time maximums outlined above may result in additional charges.

On-site visits cannot be conducted at the Participant's home and must take place at a recognized medical Facility and 72 hours' notice is needed for travel.

Genomic Life is not a medical service provider and the Onsite Nurse Advocate is not engaged in providing clinical services or treatment. Your physician will continue to be responsible for recommending treatment options.

Article 5 - Personalized and Curated Information

Cancer Support Specialists will provide customized reference material for Members or Dependents diagnosed with cancer to help improve health literacy and improve the Members' and/or Dependents' understanding of their disease.

Article 6 - Expert Pathology Review

Members and Dependents will receive one expert pathology review upon request via respected institutions, such as, but not limited to, Duke University Private Diagnostic Clinic, at no additional cost. A cancer diagnosis and existing pathological sample is required.

The pathology review is provided for informational purposes and for sharing with your treating physician. Genomic Life is not a medical service provider and does not provide clinical services

Article 7 - Medical Records Platform

Members and Dependents have access to a secure, cloud-based platform for storing and managing medical records and health information.

Access to the Medical Records Platform does not require a cancer diagnosis. The platform can be used to store and manage medical records of any kind starting on the effective date of the Member's and Dependent's Membership.

Article 8 - Hereditary Risk Screening Test

Members and covered Dependent Spouses will receive access to one or more genetic panels upon their Membership effective dates. The results of this panel will be used for proactive health screens and retained for ongoing proactive health information. Genetic counseling is made available to review report results with the Member. Dependent children are NOT eligible for this service.

Genetic results are only released to the Member who is taking the test and the physician signing the test requisition form. Hereditary Risk Screening is available to Members and Dependents over 18 years of age.

Article 9 – Clinical Trial Explorer

Members and Dependents have access to Clinical Trial Explorer if they are diagnosed with cancer, which is a proprietary cancer therapy software that our contracted team of oncology physicians utilize to find and suggest enrollment in clinical trials based on the Member's or Dependent's specific situation. The exact number of options will depend on the Member's or Dependent's specific situation, the current landscape of treatments and clinical trials, and the Member's or Dependent's willingness to travel. There is no guarantee that a clinical trial or treatment option will be found.

Article 10 – Financial Navigation

Members or Dependents have access via a Cancer Support Specialist to a comprehensive software solution that automates financial navigation from end to end. The proprietary software streamlines all steps of the process, from investigation and out-of-pocket estimation to enrollment and management of approved funding programs for items ranging from copays and deductibles to childcare and cleaning services.

Article 11 – Exclusions and Limitations

Every Genomic Life Cancer Guardian Participant is allowed various Program services. What services are allowed and how frequently these services are delivered depends on whether the Participant has a history of Cancer before the date that he or she became enrolled in the Genomic Life Cancer Guardian Program. History of Cancer includes both past history of Cancer or ongoing active Cancer. Genomic Life Cancer Guardian Program services are limited if the Participant has a past history of cancer as follows:

- I. If there is no history of Cancer before the date that the Participant became enrolled in the Cancer Guardian Program, then the Participant will have access to all Genomic Life Cancer Guardian Program features and Cancer Support Services as described in this Membership Booklet.

II. If the Participant has a history of Cancer that occurred before the date that the Participant's Membership became effective, then the scope of services provided upon future Cancer diagnosis depend on the clinical status of the past Cancer at the time that Membership begins, as follows:

- A. If the Participant with a history of Cancer had no evidence of Cancer and met the definition of "Cancer in Complete Remission" (see Part I above) on the date that the Participant became enrolled in the Program, the Participant has access to all Genomic Life Cancer Guardian Program features and Cancer Support services.
- B. If the Participant with a history of Cancer did not meet the definition of "Cancer in Complete Remission" on the date that the Participant became enrolled in the Program, the Participant only has access to limited Genomic Life Cancer Guardian Program features and post diagnosis services will be based on the fee schedule below. Limited Cancer Guardian Program Services include Cancer Support Specialist, Cancer Information Line, Hereditary Risk Screening Test and Medical Records Platform.

Post Diagnosis Fee-Based Service Rates

- I. Comprehensive Genomic Profiling - \$3,000 per test
- II. Expert Pathology Review - \$600 per review
 - a. Pricing may vary for complex cases
- III. On-Site Nurse Advocate- \$350 per hour

Program services that require a Cancer diagnosis are only for Cancers with a date of diagnosis after the date that the Participant becomes enrolled in the Program.

NOTE: GENOMIC LIFE DOES NOT PROVIDE PAYMENT FOR THE ACTUAL MEDICAL COSTS ASSOCIATED WITH THE TREATMENT AND/OR TREATMENT PLAN THAT MEMBERS AND/OR THEIR DEPENDENTS MAY UNDERGO, INCLUDING, WITHOUT LIMITATION, HOSPITALIZATION CHARGES, EMERGENCY ROOM CHARGES, MEDICATION CHARGES, COPAYS, CHEMOTHERAPY CHARGES, SURGERY CHARGES, AND/OR CHARGES FOR OTHER MEDICAL PROCEDURES.

NOTE: GENOMIC LIFE IS NOT A MEDICAL SERVICE PROVIDER AND PROVIDES NO HEALTH CARE TREATMENT OR MEDICAL ADVICE.

Cancer DNA tests and/or Hereditary Screening will not be ordered without a physician sign-off on test requisition form(s). The physician ordering the testing can either be the Participant's or Dependent's own treating doctor or a third-party certified physician organized for the Participant through the Cancer Guardian Program.

Section B - Cancer Incidence Procedures

Article 1 - Notice of Cancer Diagnosis

The Member or Dependent (or "Participant") should contact Genomic Life when diagnosed with cancer. Genomic Life, when it receives notice of cancer incidence, subject to confirming Membership and eligibility for services, will assign the Participant patient to a Cancer Support Specialist within 24 business hours.

Article 2 - Proof of Eligibility and/or Cancer Diagnosis

Genomic Life reserves the right to request or confirm documents or proof of Dependent eligibility, including, but not limited to, birth certificate, proof of adoption or guardianship, and other documents.

Genomic Life reserves the right to confirm key details of a cancer diagnosis, including, but not limited to, date of diagnosis, stage of cancer, and type of cancer.

For purposes of clarity, “Membership” and initiation of Program services that require cancer diagnosis are separate processes. Membership depends on meeting the definition of “Member” or “Dependent,” based on information provided by your Employer. Initiation of certain Program services, such as CSS access, depend on confirmation of a cancer diagnosis.

Article 3 - Program Services Approval, Denial, and Review

If a Participant cannot be processed or approved for services that require a cancer diagnosis due to incomplete information, Genomic Life will send a Written explanation. The Participant is then allowed up to 45 days to provide all additional information requested. Genomic Life is permitted two 30-day extensions for processing an incomplete cancer incidence submission.

Written notification will be sent to the Participant regarding any extension. Further, if a Participant is not approved or cannot be processed, Genomic Life will provide a detailed explanation of the basis of the denial. A Participant may request an appeal of a denial by Written request to Genomic Life within 180 days of receipt of notice of the denial. Genomic Life will make a full and fair review of the cancer incidence. Genomic Life may require additional information to make the review. Genomic Life will notify the Participant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because Genomic Life did not receive the requested additional information, Genomic Life is permitted a 45-day extension for the review. Written notification will be sent to the Participant regarding the extension.

Section C – Referral Process

Article 1- Guided Referral

The Genomic Life Cancer Guardian intake process is part of Genomic Life’s proprietary service delivery model. The process includes the use of evidence-based intake tools to assess the Member’s level of distress and health literacy relating to the Member’s cancer diagnosis. A member of the Cancer Support Specialist team will proactively reach out to a Member who has been diagnosed with cancer upon receiving notification from the Employer.

Article 2- Information Requirements

To facilitate proactive outreach during the intake process, Genomic Life will require the following information, which may be obtained from you, the applicable Dependent or your Employer:

- Member and (as applicable) Dependent name
- Member and (as applicable) Dependent phone number
- Diagnosis details, including in ICD-10 format (to be obtained via Employer only if available, and as legally permissible)

Encrypted information may be sent to:
Referral@cancerguardian.com

Article 3- Genomic Life’s Responsibility

A member of the Cancer Guardian Cancer Support Specialist team will contact the Member within 24 hours or the next working day if the referral is received after 5 pm on a Friday. The Cancer Support Specialist will introduce Genomic Life and the Cancer Guardian services and invite the Member to go through the initial intake process.

Article 4- Outreach Process

Cancer Support Specialists (CSS) are experienced cancer nurses. During the initial contact, usually made by telephone, the CSS will provide information about the Cancer Guardian Program and explain the associated Membership components and services. The CSS will also gather additional information regarding diagnosis and any immediate needs or concerns. The CSS will also schedule a convenient time for the Health Management Assessment (HMA), a proprietary in-take process, used to help personalize support planning.

Employer will initiate the Outreach process by informing Genomic Life and Cancer Guardian that an employee Member has been diagnosed with cancer. The employee Member must receive notification from Employer that a member of the Cancer Guardian team will be contacting them.

The Employer will provide written confirmation to Genomic Life that the employee Member has been notified that a member of the Cancer Guardian team will be contacting the Member.

Article 5- Outreach Attempts

The CSS team will make three (3) attempts to contact the Member by telephone, email or text.

Article 6- Pro-Active Outreach Authorization

A fully executed client contract must be in place before pro-active outreach can be initiated.

Article 7- How May Genomic Life Use Patient-Member Protected Health Information

Genomic Life complies with HIPAA standards to ensure safe handling of personal and health information is collected to provide each Participant with a positive experience when using the Services:

I. For Services. Genomic Life may use or disclose Participant information to provide services and so may disclose it to, without limitation oncology specialists, nurses, doctors or other employees, subcontractors or agents' personnel who are involved in providing healthcare as part of the Services (Managed by the Cancer Support Specialist team).

II. For Genomic Life Operations. Genomic Life may use and disclose Participant information to facilitate Program operations. For example, Genomic Life may do this by monitoring which features of the Services are used most, troubleshooting, and to review Participant history of services. (Managed by the Cancer Support Specialist and Client Services Teams).

PART V – PRIVACY POLICY

THIS NOTICE DESCRIBES HOW PERSONAL, MEDICAL INFORMATION AND OTHER INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

This Privacy Policy applies to information we collect from you personally, orally, in e-mail and/or text, and from other electronic communications between you and GENOMIC LIFE and its specialists employed or under contract with GENOMIC LIFE, whether or not through mobile and desktop applications you download, and when you interact with our advertising and applications on third-party websites and services (if those applications or advertising include links to our Privacy Policy). All capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Terms of Use.

We do not sell, share, rent or trade the information we have collected about you, including Personal Information (as such term is hereinafter defined), other than as disclosed within this Privacy Policy or at the time you provide Your Information.

Section A – Client/Member Information

Article 1 - Collection of Your Information

Information Collected: In order to provide you with the Services, GENOMIC LIFE will collect certain categories of personal information, including, without limitation, information that could reasonably be used to identify you personally (e.g., such as your name, mailing address, e-mail address, birthdate, mobile number and credit card) (“Personal Information”). Your health or medical information may be collected and used by GENOMIC LIFE to enable the provision of the Program services to you (“Health Information”). This information may be collected at various times and from various sources, including, but not limited to, when you register to use the GENOMIC LIFE website, when you subscribe to use the Program services (the “Services”), and when you request Services. Additionally, GENOMIC LIFE may collect information about your internet connection, the equipment you use to access our website and application. GENOMIC LIFE may also automatically collect information through cookies, web beacons, embedded scripts and other tracking technologies as you navigate through the website and from your usage of any application, your computer, mobile or other device used to access the Services (any, a “Device”). All of the information collected by GENOMIC LIFE about you, including Health Information and Personal Information shall be collectively referred to in this Policy as "Your Information".

Article 2 – Usage and Disclosure of Your Information

Use of Your Information: Your Information is collected to provide you with a positive experience when using the Services. In addition to using your information for the purposes described above:

For Services: We may use or disclose Your Information to provide you with the Services, and so may disclose it to, without limitation, specialists, nurses, doctors or other employees, subcontractors or agents’ personnel who are involved in providing you healthcare as part of the Services.

For Payment: We may use and disclose Your Information so that the Services we provide may be billed to and payment may be collected from you, a third-party administrator (TPA) or a third party (if applicable).

For Our Operations: We may use and disclose Your Information to facilitate our operations. For example, we may do this by monitoring which features of the Services are used the most, identifying your address, phone number and current location. We may share your information, including Your Information with our parent and subsidiary companies, for internal and operational reasons. We may also use Your Information for troubleshooting and in some cases, internal marketing purposes. In addition, we may use Your Information:

To review your history of Services;

To determine if you have any restrictions on any type of Service that may be provided;

To recommend certain products and/or Services;

To provide you with information or services or process transactions that you have requested or agreed to receive, including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties;

To process your registration with the Services, including verifying your information is active and valid;

To improve the Services or our services, to customize your experience with the Services, or to serve you specific content that is most relevant to you;

To enable you to participate in a variety of the Services' features;

To contact you about your use of the Services and, in our discretion, changes to the Services and/or the Services' policies;

For internal business purposes; and

For inclusion in our data analytics.

Appointment Reminders: We may use and disclose Your Information to contact you as a reminder that you have an appointment with a GENOMIC LIFE representative.

Benefits and Services: We may use and disclose medical information to tell you about benefits or services that may be of interest to you.

Contractors and Agents: In certain cases, we will provide your information to contractors, agents and other parties who need the information in order to perform a service for us, such as providing you with Services or obtaining payment for Services or carrying out business operations. However, you should know that in these situations, we require third parties to provide us with assurances that they will safeguard your information.

Use of Your Information for Service-Related Information: We will send you service-related announcements on those occasions when it is necessary to do so. For instance, if our Services are temporarily suspended for maintenance, we might send you an email. You may opt-out of these communications, which are not promotional in nature.

Section B – Third Party Disclosure

Article 1 – Disclosure of Your Information to Third Parties

Disclosure of Non-Personally Identifiable Information: GENOMIC LIFE may share non-personally identifiable (or “de-identified”) information, such as aggregated user statistics and log data, with third parties for industry analysis, demographic profiling, to deliver targeted advertising about other products or services, or for other business purposes.

Administrative and Legal Reasons for Disclosure of Information: We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. Thus, we may access, use, preserve, transfer and disclose your information (including, Your Information), including disclosure to third parties such as government or law enforcement officials or private parties as we reasonably determine is necessary and appropriate:

To satisfy any applicable law, regulation, subpoenas, governmental requests or legal process court order, warrant, summons or similar process (We may release Your Information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law);

To defend lawsuits and disputes arising from the Program, the Services or Membership Booklet;

To protect and/or defend the Program, Membership Booklet, the Services or policies applicable to any online and mobile Services, including investigation of potential violations thereof;

To protect the safety, rights, property or security of GENOMIC LIFE, our Program, the Services or any third-party;

To protect the safety of the public for any reason;

To identify or locate a suspect, fugitive, material witness, or missing person;

To detect, prevent or otherwise address fraud, security or technical issues; and

To prevent or stop activity we may consider to be, or to pose a risk of being, an illegal, unethical, criminal or legally actionable activity.

We may use IP address or other Device Identifiers, to identify users, and may do so in cooperation with third parties such as copyright owners, internet service providers, wireless service providers and/or law enforcement agencies, including disclosing such information to third parties, all in our discretion. Such disclosures may be carried out without notice to you.

Article 2 – Reasons for Disclosure of Your Information

We also reserve the right to disclose and transfer all such information:

To public health reporting and other governmental healthcare oversight activities. Your health information may be disclosed to public health agencies as required by law;

In connection with a corporate merger, consolidation, restructuring, the sale of substantially all of the outstanding stock and/or assets or other corporate change, including, during the course of any due diligence process;

To comply with any court order, law or legal process, including to respond to any government or regulatory request;

If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of GENOMIC LIFE our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Section C - Rights

Article 1 – Your Rights

You may have certain rights under the state and federal privacy standards. These include:

Right to Request Restrictions: You have the right to request restrictions on our uses and disclosures of Your Information.

Alternative Communication Means: You have the right to reasonably request to receive confidential communications of Your Information by alternative means or at alternative locations.

Right to Inspect a Copy: You have the right to inspect and copy your Health Information by submitting a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable. We may charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary, as allowed by applicable law. We may deny your request under limited circumstances;

Right to Amend: You have the right to amend or submit corrections to your Health Information by submitting a written request including the reasons you believe the information is incorrect or incomplete. We are not required to change your Health Information and will provide you with information regarding our denial of such requested amendment. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal;

Right to an Accounting: The right to receive an accounting of how and to whom your protected health information has been disclosed; provided, however, we are not required to provide to you an accounting of disclosures made for the purposes of information provided directly to you, information provided pursuant to your written authorization, and certain government functions; and

Printed Copy. You have the right to receive a printed copy of this notice.

Article 2 – Right to Reverse Privacy Policy

Right to Change or Amend Privacy Policy: GENOMIC LIFE has the right to amend its Privacy Policy at any time without notice to you by posting the revised Privacy Policy on this Website. You agree that you are bound by those changes by continuing to use the Program or the GENOMIC LIFE Website.

Section D – Cancellations and Complaints

Article 1 – Your Information After Cancelling Account

You are responsible for maintaining the accuracy of the information you submit to GENOMIC LIFE, such as your contact information provided as part of account registration. If Your Information changes, or if you no longer desire to use the Services, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by working with your Employer and if direct services contacting us at 844-MyGenome (844-694-3666). We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. GENOMIC LIFE will retain Your Information for as long as your Membership is active and as needed to provide you Services. Even after your Membership is terminated, we will retain your Personal Information as needed to comply with our legal and regulatory obligations, resolve disputes, conclude any activities related to cancellation of an account (such as addressing chargebacks from your Employer or credit card companies), investigate or prevent fraud and other inappropriate activity, to enforce our agreements, and for other business reason. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes.

Article 2 - Complaints

If you believe your privacy rights have been violated, you may file a complaint with GENOMIC LIFE. To file a complaint with GENOMIC LIFE, please contact GENOMIC LIFE at support@genomiclife.com or via US postal mail at the following address:

PART VI – ADDITIONAL TERMS

Section A – Disclaimers

Genomic Life™ is not an insurance company and Cancer Guardian™ is not an insurance policy. The Program does not provide payment or reimbursement of payment for treatment costs of any kind.

Genomic Life is not a medical service provider, does not provide medical treatment or health care clinical services, makes no medical referrals, issues no prescriptions, and provides no related medical advice.

Section B – General Terms and Conditions

Article 1 - Ownership

The Program shall at all times remain the exclusive Intellectual Property of Genomic Life. Genomic Life will have and retain all rights, title and interest, including all proprietary rights, in and to all and any portions of the Program. Nothing herein grants you or any Participant any rights in the Program except as specifically described in this Membership Booklet. You acknowledge and agree that all title, ownership, proprietary and intellectual property rights in and to the Program, and any portion thereof, are and shall remain the sole property of Genomic Life.

Article 2 – Assignment

You will not assign or delegate any of your rights or responsibilities under this Membership Booklet to any person or entity without Genomic Life's prior written consent.

Article 3 – Force Majeure

Genomic Life shall not be liable for an inability to meet its obligations under this Membership Booklet due to Force Majeure for the duration of such event. "Force Majeure" means any cause beyond Genomic Life's reasonable control, including but not limited to an act of God, act or omission of civil or military authorities of a State or nation, labor dispute, loss of power, natural disaster, fire, flood, riot, pandemic, or war or military hostilities.

Article 4 – Severability

If any part or parts of this Membership Booklet are held to be invalid, illegal, or unenforceable, the remainder of this Membership Booklet shall continue in effect to the maximum extent allowed by law.

Article 5 – Waivers

No waiver, or alleged waiver, of any breach, right or duty of Genomic Life under this Group Contract will be effective unless an authorized representative of Genomic Life has specifically affirmed same in a written, signed and dated document..

Article 6 – Applicable Law

This Membership Booklet will be construed and enforced in accordance with the laws of the State of California.

Article 7 – Complete Agreement; Counterparts

This Membership Booklet constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or understanding between them, except to the extent other writings are specifically referenced and incorporated herein.

GENERAL QUESTIONS

If you have any general questions about your Membership benefits, you may contact Genomic Life by:

CALLING:

844-MYGENOME / 844-694-3666
(Customer Information Call Center)
Monday - Friday 6 am - 6 pm PST

WRITING:

Genomic Life
3344 N. Torrey Pines Court, Suite 100
La Jolla, CA 92037

Legal Disclosure: Genomic Life™ is not an insurance company and Cancer Guardian™ is not an insurance policy. The Service does not provide payment or reimbursement of payment for treatment costs of any kind.

Genomic Life is not a medical service provider, does not provide medical treatment or health care clinical services, makes no medical referrals, issues no prescriptions, and provides no related medical advice.

Privacy and Confidentiality: Genomic Life™ takes your privacy very seriously. No identifiable protected health information is provided to any third-party without your expressed written consent.

For more information on our Terms & Conditions and Privacy Policy, please visit www.genomiclife.com

Genomic Life, Inc.

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Phone: 844-MYGENOME / 844-694-3666