

# Cancer Guardian: Comprehensive Cancer Support - Voluntary

Victory Capital Management

Group Program I.D.:

WGA-VCMI

Provided by Wamberg Genomic Advisors

1/1/2021

THIS IS A LIMITED PROGRAM CERTIFICATE OF PARTICIPATION. PLEASE READ IT CAREFULLY.

THIS IS NOT INSURANCE. THIS IS A SUPPLEMENT TO BASIC HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR HOSPITAL OR MEDICAL EXPENSE INSURANCE, A HEALTH MAINTENANCE ORGANIZATION (HMO) CONTRACT, OR MAJOR MEDICAL EXPENSE INSURANCE.

Wamberg Genomic Advisors, Inc. (referred to as WGA) welcomes you as a Participant in the Cancer Guardian program.

This is your Certificate of Program Participation as long as you are eligible for program participation and you are an active participant. You will want to read it carefully and keep it in a safe place.

EMPLOYER'S ORIGINAL GROUP CONTRACT

EFFECTIVE DATE: 01/01/2021

GROUP PROGRAM I.D.: WGA-VCMI

ELIGIBLE GROUP(S): All Employees in Active Employment in the United States with the Employer

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When used in this Group Certificate, the following terms have the meanings listed below:

# Active Work; Actively at Work

A Participant will be considered Actively at Work if he or she is able and available for active performance his or her regular duties as defined by the Employer. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Participant is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

# **Contract Month**

Calendar Month

### Date of Issue

The date the Group Contract is placed in force.

# Dependent

- I. A Participant's Spouse or Civil Union Partner, if such person:
  - A. is legally married to the Participant (in the case of a spouse) or has entered into a civil union recognized as such under the laws of the state of the Participant's residence (in the case of a Civil Union Partner); and
  - B. is not otherwise covered under the group contract as a Participant.
- II. A Participant's Dependent Child (or Children) as defined below.

# Dependent Child; Dependent Children

- I. A Participant's natural child or stepchild, if that child is more than 0 days but less than 26 years of age.
- II. A Participant'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 Participant or the Participant's spouse with membership under the Group Contract by an authorized state placement agency or by order of a court; and
  - C. required documentation has been provided and the child is approved in Writing by WGA as a Dependent Child.
- III. An adopted child of a Participant or a Participant's spouse 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.
- IV. A Civil Union Partner's child who otherwise qualifies above or if the Participant or Civil Union Partner has been appointed the child's guardian under a valid court order.

### **Developmental Disability**

A Dependent Child's substantial disability, as determined by WGA, 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.

#### Parent and Step-Parent

Biological parents and step-parents of Participants who are Actively at Work and biological parents and step-parents of eligible spouses of such Participants.

### **Group Contract**

The contract of group program issued to the Employer by WGA, which describes benefits and

provisions for covered Participants and Dependents.

#### **Contract Anniversary**

01/01/2024 and the same day of each following year.

### Employer

The entity to whom the Group Contract issued.

#### 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 WGA.

#### Written or Writing

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

### 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 or Dependent must be deemed cancer-free and in complete remission by their 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 or Dependent 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).

# Section A - Contract

### Article 1 - Employer Contract Changes

Once you become an active participant and are in Active Employment or on a covered Layoff or Leave of Absence, any benefit changes made by your Employer, consistent with the options you select, will take effect on the date agreed upon by WGA and your Employer.

If you are not in Active Employment due to Injury or Sickness, any change in program benefits requested by your Employer will begin on the date you return to Active Employment.

Program Benefit changes will not affect an approved cancer incidence that occurs prior to the effective date of the change.

### **Article 2 - Dependent Rights**

A Dependent will have no rights under the group certificate except as set forth in PART III, Section F,

Article 1 (Participant and Dependent Portability).

# Section B - Program Charges

#### **Article 1 - Monthly Program Rates**

I. Participant Cancer Guardian:

Α.	Age 18-50	\$	18.00	per	participant
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- B. Age 50-64 \$ 22.00 per participant
- C. Age 65 and over \$ 26.00 per participant
- II. Dependent Spouse Cancer Guardian:

Α.	Age 18-50	\$ 18.00 per participant
В.	Age 50-64	\$ 22.00 per participant

- C. Age 65 and over \$26.00 per participant
- III. Dependent Children receive program benefits under the Participant's enrollment at no additional cost, up to age 26.

### **Article 2 - Monthly Program Rate Changes**

WGA may change a program rate:

- I. on any Contract Anniversary, with respect to Participant Cancer Guardian on any Contract Anniversary, if the average age or the male/female distribution for then covered Participants has changed since the last Contract Anniversary; and
- II. on any date the program charge contribution required of Participants is changed; and
- III. on any date the definition of Participant or Dependent is changed; and

- IV. on any date the Employer's business, as specified on the Employer application, is changed; and
- V. on any date that a class of eligible Participants is changed

# **Article 3 - Contributions from Participants**

Participants are required to contribute to the monthly program charges for their Participant program under the Group Contract.

Participants are required to contribute the monthly program charges for their Dependents' program benefits under the Group Contract.

Monthly program charges to be deducted from the participant paycheck by the Employer and remitted to WGA.

# Article 4 - Fee-Based Service Rates

- I. Participant and Dependent Cancer Diagnosis prior to Program Effective Date:
  - A. Comprehensive Genomic Profiling \$5,000 per test
  - B. Expert Pathology Review \$1,100 per review
    - i. Pricing may vary for complex cases
  - C. On-site Nurse Advocate \$350/ hr
  - D. Financial Navigation \$350
  - E. Clinical Trial Explorer \$2,000
- II. Parents' and Step-Parents' Cancer Diagnosis:
  - A. Comprehensive Genomic Profiling \$5,000 per test
  - B. Expert Pathology Review \$1,100 per review
    - i. Pricing may vary for complex cases
  - C. On-site Nurse Advocate \$350/ hr
  - D. Financial Navigation \$350
  - E. Clinical Trial Explorer \$2,000

# Section C - Program Termination

### Article 1 - Termination of Participant or Dependent Program Benefits

If you choose to cancel your participation of program benefits under the group contract, your program benefits will end on the first of the month following the date you provide notification to your Employer, subject to the 12 month initial enrollment requirement.

Otherwise, Participant and Dependent program benefits under the group contract end on the earliest of the:

I. the date the group contract is canceled;

- II. the date the Participant is no longer in an eligible group;
- III. the date the Participant's eligible group is no longer covered;
- IV. date of the Participant's death;
- V. last day of the period for which the Participant made any required contributions; or
- VI. last day the Participant is in Active Employment. However, as long as monthly program charges are paid as required, program benefits will continue if you elect to continue coverage under the continuation provision or in accordance with the Layoff and Leave of Absence provisions of the Group Contract.

Program benefits for your Dependent Children end on the earliest of the date your coverage under the group contract ends or the date a dependent child no longer meets the definition of Dependent Child(ren).

WGA will provide program benefits for an approved cancer incidence which occurs while you are an active participant under the group contract.

# PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

# **Section A - Eligibility**

### Article 1 - Participant Cancer Guardian

You will be eligible for Participant Cancer Guardian on the date you satisfy the benefits waiting period as defined by your employer. The Participant must also be age 18 or older upon the effective date of coverage.

### Article 2 - Dependent Cancer Guardian

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

- I. the date the person is eligible for Participant Cancer Guardian; or
- II. the date the Participant first acquires a Dependent; or
- III. the date the person enters a class for which Dependent Cancer Guardian is provided under the group contract; or
- IV. the date Dependent Cancer Guardian is added to the group contract.

#### **Section B - Effective Dates**

#### Article 1 - Participant Cancer Guardian Actively at Work

Your effective date for Participant Cancer Guardian will be as explained in this article if you are Actively at Work on that date. If you are not Actively at Work on the date benefits would otherwise be effective, such benefits will not be in force until the day of return to Active Work.

However, this Actively at Work requirement will be waived for Participants who:

I. are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and

- II. were Actively at Work on their last scheduled workday before the date of their absence; and
- III. were capable of Active Work on the day before the scheduled effective date of their program or change in their program, whichever is applicable.

#### Article 2 - Dependent Cancer Guardian

Dependent Cancer Guardian is available only with respect to Dependents of Cancer Guardian, such benefits will be effective under the same terms as set forth for Participant Cancer Guardian in this Section B, Article 1, except as described below.

I. In no event will Dependent Cancer Guardian be in force for a Participant who does not have membership for Participant Cancer Guardian.

#### **Section C - Individual Terminations**

#### Article 1 - Participant Cancer Guardian

Your program benefits under the Group Contract will terminate on the earliest of:

- I. the date the Group Contract is terminated; or
- II. the date the last monthly program charge is paid for your benefits; or
- III. any date desired if requested by the Participant before that date but after the 12 month initial enrollment requirement; or
- IV. the date the Participant ceases to be a Participant as defined in PART I; or
- V. the date the Participant ceases to be in a class for which Participant Cancer Guardian is provided;
- VI. the date the Participant retires; or
- VII. the date the Participant ceases Active Work with the Employer

#### Article 2 - Dependent Cancer Guardian

A Participant's program benefits under the group contract for a Dependent will terminate on the earliest of:

- I. the date his or her Participant Cancer Guardian ceases; or
- II. the date Dependent Cancer Guardian is removed from the Group Contract; or
- III. the date the last program charge is paid for the Participant's Dependent Cancer Guardian; or
- IV. any date desired if requested by the Participant before that date but after the 12 month initial enrollment requirement and/or terms outlined in the group's executed master application and/ or proposal; or
- V. the date the Participant ceases to be in a class for which Dependent Cancer Guardian is provided; or
- VI. for a Dependent spouse on the date that Dependent spouse 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 - Coverage While Outside of the United States

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

### Section D - Continuation

#### Article 1 - Participant Cancer Guardian

#### Sickness or Injury

If Active Work ends because a Participant is sick or injured, benefits for that Participant may be continued in accordance with the Employer's company policy, subject to program charge payment.

#### Layoff or Approved Leave of Absence

If Active Work ends because a Participant is on layoff or approved leave of absence, benefits for that Participant may be continued in accordance with the employer's company policy, subject to program charge payment.

#### Family and Medical Leave Act (FMLA)

If a Participant ceases Active Work due to an approved leave of absence under FMLA, the Employer may choose to continue the Participant's benefits, subject to program charge payment.

A Participant may qualify to have his or her program benefits continued under one or more of the continuation provisions described above. If a Participant qualifies for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

### Article 2 - Dependent Program Benefits - Developmentally or Physically Disabled Children

I. Qualification

Dependent Cancer Guardian for a child may be continued after the child reaches the maximum age for Dependent Children as defined in PART I of the group contract, provided that:

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

### II. Period of Continuation

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

A. the date benefits would cease for any reason other than the child's attainment of the maximum age, or

B. the date the child becomes capable of self-support or otherwise fails to qualify as set forth in a. above.

### **Section E - Reinstatement**

# Article 1 - Reinstatement

Your terminated program benefits will be reinstated if:

- I. benefits ceased because of layoff or approved leave of absence; and
- II. You return to Active Work for the Employer in accordance with the Employer's leave of absence

Your reinstated benefits will be in force on the date of return to work. However, the Actively at Work discussed in PART III, Section B, will apply.

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

Your terminated program benefits may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work and Period of Limited Activity provision discussed in PART III, Section B.

# **Section F - Continuation of Program Benefits**

# Article 1 - Participant and Dependent Portability

Participants and their Dependent Spouses are eligible for portability to continue their program benefits on an individual basis if this Employer Group Contract terminates, subject to monthly program charge payments due directly to WGA by the Participant.

Dependent children are eligible to port their program benefits on an individual basis if they would like to keep their benefits after they turn age 26.

Notice of the portability right must be given to the Participant by the Employer before program benefits under the group contract terminate, or as soon as reasonably possible thereafter.

A Participant must submit an enrollment form for portability, and the first monthly program charge for the individual program must be paid to WGA within 61 days after the date Participant program benefits terminate under the group contract. To avoid lapses in coverage, the participant should pay all past due or outstanding premium payments.

# PART IV - BENEFITS

# Section A - Participant 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 Participants diagnosed with cancer access and coordinate the services available through the Cancer Guardian program. In addition, they 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. (Only available to Participants 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 Participants 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 Guardian Support 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 effective date of the Participant and Dependent program effective date.

# Article 3 - Comprehensive Genomic Profiling

Participants 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 the Cancer Guardian program.

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. Participants and Dependents have access to a maximum of 3 cancer DNA tests for the lifetime of the program at no additional cost.

### Article 4 - On-Site Nurse Advocate

Participants 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. Participants 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 patient's home and must take place at a recognized medical Facility and 72 hours' notice is needed for travel.

### Article 5 - Personalized and Curated Information

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

### Article 6 - Expert Pathology Review

Participants and Dependents will receive one, second opinion 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.

# Article 7 - Medical Records Platform

Participants 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 Participant's and Dependent's program effective date.

# Article 8 - Hereditary Risk Screening Test

Participants and Dependent spouses will receive access to a hereditary genetic screening test upon their program effective date. Genetic counseling is made available to review report results with the Participant. Dependent children are NOT eligible for a hereditary risk screening test.

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

# Article 9 - Clinical Trial Explorer

Participants and Dependents have access to Clinical Trial Explorer if they are diagnosed with cancer, which is a proprietary cancer therapy recommendation software program that our contracted team of oncology physicians utilize to find and enroll in clinical trials based on the Participant's or Dependent's specific situation. The exact number of options will depend on the Participant's or Dependent's specific situation, the current landscape of treatments and clinical trials, and the Participant's or Dependent'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

Participants 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 benefit 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 - Limitations

Every WGA Cancer Guardian Participant and Dependent is allowed various WGA-provided services. What services are allowed and how frequent these services are delivered depends on whether the program Participant has a history of cancer before the date that the Participant became a member of the WGA Cancer Guardian program. History of cancer includes both past history of cancer or ongoing active cancer. WGA Cancer Guardian services are limited if the Participant or Dependent has a past history of cancer as follows:

- If there is no history of cancer before the date that the program Participant or Dependent became a Cancer Guardian member, then the Participant or Dependent gets access to all WGA Cancer Guardian product features and Cancer Support Services as listed in the program description.
- II. If the program Participant or Dependent has a history of cancer that occurred before the date that the Participant or Dependent became a WGA Cancer Guardian member, then the scope of services provided upon future cancer diagnosis depend on the clinical status of the past cancer at the time that the Participant or Dependent became a member of the WGA Cancer Guardian program as follows:

- A. If the Participant or Dependent with a history of cancer had no evidence of cancer and met the definition of "Cancer in Complete Remission" on the date that the Participant or Dependent became a WGA Cancer Guardian member, the Participant or Dependent has access to all WGA Cancer Guardian product features and Cancer Support Services as listed in the program description.
- B. If the participant with a history of cancer did not meet the below definition of "Cancer in Complete Remission" on the date that the participant became a WGA Cancer Guardian member, the participant only has access to limited WGA Cancer Guardian product features and post diagnosis services will be based on the fee schedule below. Limited Cancer Guardian Services include Cancer Support Specialist, Cancer Information Line, Hereditary Risk Screening Test and Medical Records Platform.

Post Diagnosis Fee-Based Service Rates

- i. Advanced Cancer DNA Testing \$5,000 per test
- ii. Expert Pathology Review \$1,100 per review
  - a. Pricing may vary for complex cases
- iii. On-Site Nurse Advocate- \$350 per hour
- iv. Financial Navigation \$350
- v. Clinical Trial Explorer \$2,000

Program benefits that require a cancer diagnosis are only for cancers with a date of diagnosis after the date that the Participant or Dependent becomes a WGA Cancer Guardian member.

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

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 or Dependent through WGA's Cancer Guardian Support Services.

#### **Section B - Parent and Step-Parents**

#### **Article 1- Medical Records Platform**

Parents' and Step-Parents' of Participants 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 Participant's program.

#### Article 2 - Fee-Based Services (Requires a cancer diagnosis)

#### I. On-Site Nurse Advocate - \$350/hour

Parents and Step-Parents will have access to an On-Site Nurse Advocate to attend physician appointments relating to their cancer diagnosis. This personalized one-to-one service helps to ensure nothing is left to chance and all questions and concerns are addressed.

A cancer diagnosis is required for the On-Site Nurse Advocate feature. Parents and Step-Parents will have access to an On-Site Nurse Advocate appointment for \$350/hour fee. Onsite visits cannot be conducted at the patient's home and must take place at a recognized medical facility and 72 hours notice is needed for travel.

II. Expert Pathology Review - \$1,100 per review, pricing may vary for complex cases)

Parents and Step-Parents will have access to one, second opinion pathology review upon request via respected institutions, such as, but not limited to, Duke University Private Diagnostic Clinic, at no additional cost.

#### III. Comprehensive Genomic Profiling - \$5,000 per test

Parents and Step-Parents of Participants and Dependents will have access to comprehensive DNA testing for cancer if they become diagnosed with cancer while the Participant is enrolled in the Cancer Guardian program.

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 delivery.

#### IV. Clinical Trial Explorer - \$2,000

Parents and Step-Parents of Participants and Dependents will have access to Clinical Trial Explorer, which is a proprietary cancer therapy recommendation software program that our contracted team of oncology physicians utilize to find and access enrolling clinical trials based on the specific situation. The exact number of options will depend on the specific situation, the current landscape of treatments and clinical trials, and their willingness to travel. There is no guarantee that a clinical trial or treatment option will be found.

#### V. Financial Navigation - \$350 per report

Parents and Step-Parents of Participants and Dependents will have access to a comprehensive software solution that automates financial navigation from end to end. Using data and advanced analytics, the proprietary software streamlines all steps of the process, from benefit 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.

# **GENERAL QUESTIONS**

If you have any general questions about your program benefits you may contact WGA by:

#### CALLING:

855-926-2374 (Customer Information Call Center) Monday - Friday 6 am-6 pm PST

# WRITING:

Wamberg Genomic Advisors 4330 La Jolla Village Drive, Suite 230 San Diego, CA 92122

#### **Privacy and Confidentiality:**

For additional information on the Cancer Guardian / Wamberg Genomic Advisors privacy policy, please visit: www.cancerguardian.com/privacy-policy.

WGA takes employee privacy very seriously. No identifiable protected health information of employees is provided to employers without the consent of the employee. The Genetic Information Nondiscrimination Act of 2008 (GINA), the Americans with Disabilities Act (ADA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) are federal regulations that safeguard genetic results and prevents discrimination using genetic information for health insurance and employment status. Some state laws further protect against discrimination in the areas of life insurance, housing, and emergency medical services.

#### **Program Legal Disclosure:**

This is not a qualified health plan under the Affordable Care Act (ACA). The plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all health care services through their insurance provider. Wamberg Genomic Advisors' Cancer Guardian<sup>™</sup> program only covers the cost of cancer genomic profiling, second opinion pathology review, onsite nurse navigator and program benefits outlined in this document. Program participants may obtain provider specific information by contacting WGA directly. The program does not cover the actual clinical costs or medication costs associated with the treatment plan that program participants and/or their dependents may undergo. Benefits paid for by the Cancer Guardian Program apply to cancers diagnosed after the date of the participant's program effective date. Any benefits requested for a cancer diagnosis outside of the Cancer Guardian program will be made available to the individual at the fee-based pricing outlined in this contract. Contact Wamberg Genomic Advisors' for per incidence pricing. Participants have the right to cancel this plan within 30 days after the effective date for a full refund of any program charges paid during the first 30 days.

Wamberg Genomic Advisors is not an insurance company and Cancer Guardian Comprehensive Cancer Support Service is not an insurance policy. The Service does not provide payment or reimbursement of payment for treatment costs of any kind nor will it provide compensation for any financial losses suffered by members. Its sole obligation is to provide the services described in this document.

#### Wamberg Genomic Advisors, Inc.

A Delaware Corporation located in San Diego, CA 92122 Mail: 4330 La Jolla Village Drive, Suite 230 San Diego, CA 92122 Phone: 855-926-2374