

Financial Assistance Application Instructions

Application Instructions for 2024 Financial Assistance from The Pat M. Tallini Foundation

Application Deadline: September 15, 2024

Completed application and all required accompanying documentation must be received by this date to be eligible.

Important Criteria and Eligibility:

- You, a family member in your household, or someone whom you claimed or who claimed you as a dependent in an individual tax return for 2023, must have been diagnosed with colorectal cancer and be currently, or have completed going through treatment within the past two (2) years.
- Applicants previously awarded funding through this program are not eligible for this program.
- Applicants must demonstrate financial need.
- The diagnosed patient must be a current resident of the Northeast area (Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia and West Virginia.

Instructions:

Application and all required documentation must be submitted via e-mail to <u>contact@thepatmtallinifoundation.com</u>

In your e-mail please attach:

- Signed, completed application
- Copies of signed individual tax returns (Form 1040 or 1040-SR) for the previous two (2) tax years; 2023 and 2022 (see application)
- Signed HIPAA Releases (see application)
- Signed Financial Assistance Grant Terms and Conditions

If you have questions or need help with the application, please contact us.

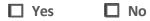


Financial Assistance Application

Qualification

Please answer the following questions to determine if you might be eligible for financial assistance from the Pat M. Tallini Foundation :

Have you, a family member in your household, or someone whom you claim ed or who claimed you as a dependent in an individual tax return for 2022, been diagnosed with colorectal cancer?



Has the person diagnosed above gone through any form of treatment for colorectal cancer within the past two (2) years?



Are you in financial need, or has your financial need been worsened, as a result of the above cancer diagnosis or treatment?

🗌 Yes 🛛 🗋 No

Is the diagnosed person in financial need, or has the person's financial need been worsened, as a result of the above cancer diagnosis or treatment?



Is the diagnosed person a current resident of the Northeast?

	Yes] No
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If your request for financial assistance is approved, will this be the first time you or an immediate family member has received financial assistance through this program?

🗋 Yes 🛛 No

If you answered "no" to any of the above questions, please stop here as you are not eligible for financial assistance from the Pat M. Tallini Foundation.

Financial Assistance Application

Preliminary Information

In this application, the "patient" refers to the person who has been diagnosed with colorectal cancer. The patient may be the applicant, or the immediate family member of the applicant.

Who is the patient?

I am the patient	

My ______is the patient (please fill in relationship)

Is the patient a dependent or part of your household?

I am the patient

□ The patient is a member of my household

□ The patient is a dependent that I claim on my tax returns

I am a dependent that is claimed on the patient's tax returns

Your Identity:

Social Security Number:
Salutation:
First Name:
Last Name:
Gender Identity:
Date of Birth:

Your Contact Information:

Street Address:			
City:	State:	Zip Code:	
Email Address:			
Best Telephone Number:			



Patient Information (Skip this Section if you are the Patient)

Patient Identity:				
Social Security Num	ıber:			
	Salutation:			
Gender Identity:				
Patient Contact Informa Street Address:				
		Zip Code:		
Email Address:				
Best Telephone Nu				



Diagnosis and Treatment Details

Cancer Information:

Туре:	_ Date of Diagnosis:
Stage at Diagnosis:	Current Stage:
Date of Last Treatment Recei	ived:
Distance Travelled (One-Way	/) for Treatment:
Diagnosing Physician Information:	
Name of Physician:	
	ospital:
	: Zip Code:
Telephone Number of Clinic	or Hospital:
Check here to confirm yo	u have attached a signed HIPAA authorization form
for the above diagnosing	physician
Treating Physician Information:	
Name of Physician:	
	ospital:
	: Zip Code:
	or Hospital:
	u have attached a signed HIPAA authorization form
for the above treating ph	_

Please describe the patient's treatment plan in the space below:



Demonstration of Need

Federal law requires the Pat M. Tallini Foundation to restrict the grant of financial assistance to persons who are "needy" by conducting an objective evaluation as to whether a prospective recipient of financial assistance lacks adequate resources to meet current or continuing basic living needs.

Information about your household:

Number of Household Members:	
Number of Dependents in Household:	
Current Value of all Household Assets:	
2023 Household Income:	

2022 Household Income: _____

Check here to confirm you have attached signed copies of your Individual Income Tax Returns (Form 1040 or 1040-SR) for 2023 and 2022.

Information about the patient's household (skip if you are the patient):

Number of Household Members:

Number of Dependents in Household: ______

Current Value of all Household Assets: _____

2023 Household Income: _____

2022 Household Income:

Check here to confirm you have attached signed copies of the patient's Individual Income Tax Returns (Form 1040 or 1040-SR) for 2023 and 2022.

□ Check here to confirm you are authorized by the patient to release the patient's Individual Income Tax Returns in connection with this application.

Is the patient currently on medical leave?

	es		No
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Does the patient currently have private medical insurance?

Yes	🔲 No
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If awarded, what expenses will you pay for using these funds? (Check all that apply)

Transportation	Childcare	Healthcare
Food	Housing	Education
Other (Please Specify): _		



Demonstration of Need (Continued)

Please tell us more, below, about why you are in-need of financial assistance, and how an award would help you at this time.

Please include any additional information you would like us to consider below. Feel free to include any attachments.

Would you be willing to share your story?



Certifications and Acknowledgements

Please read the statements below carefully and check the accompanying boxes. Kindly note that your application will not be processed if any box is unchecked.

- I, the undersigned:
 - □ Have read and signed the financial assistance grant terms and conditions attached to this application (the "Terms and Conditions"), know and understand its terms and provisions, and agree to abide by them;
 - Acknowledge that as provided in Sections 2.1 of the Terms and Conditions, The Pat M. Tallini Foundation Inc. (the "Foundation") has absolute discretion to approve or deny financial assistance, that my submission of this application does not guarantee my selection or approval for assistance, and that I should not rely on the possibility of receiving such assistance;
 - ☐ Acknowledge that as provided in Section 2.4 of the Terms and Conditions the Foundation is authorized to investigate, verify and clarify statements made and information provided by me in this application, and that as provided in Section 2.5 of the Terms and Conditions, I have released the Foundation from all liability in connection with conducting such investigation, verification or clarification;
 - Acknowledge that I will be subject to Section 3 of the Terms and Conditions if and only if I am notified by the Foundation that I have been selected to receive, or if I otherwise receive financial assistance, in connection with this application;
 - □ Acknowledge that if I receive financial assistance from the Foundation, I will be required to use such assistance in the manner provided in Section 3.2 of the Terms and Conditions, submit a report of how the financial assistance helped as provided in Section 3.3 of the Terms and Conditions, and allow the Foundation to use my story and report as provided in Section 3.4 of the Terms and Conditions;
 - Acknowledge that if I am found to have violated the Terms and Conditions, I may be required to return some or all of any financial assistance received.

I declare under penalty of perjury that I have examined this application, including all accompanying statements and documents, and to the best of my knowledge and belief, it is true and correct.

Date:

Name:

FINANCIAL ASSISTANCE GRANT TERMS AND CONDITIONS

1. Interpretation

1.1. Definitions. In these Terms, unless the context otherwise requires, the following terms shall have the following meanings:

(a) "Applicant" means the human being who has signed these Terms, below, and who has submitted an Application.

(b) "Application" means the financial assistance grant application submitted by Applicant to the Foundation.

(c) "Claim" means any suit, proceeding, claim, action, damage, demand, loss and liability, of any kind or nature.

(d) "Dispute" means any dispute, controversy or claim arising out of or relating to these Terms; the Application; Grant Funds; or the breach, termination or invalidity of these Terms; whether sounding in contract, tort or otherwise.

(e) "Foundation" means The Pat M. Tallini Foundation Inc., a not-for-profit corporation organized and existing under the laws of the State of New York.

(f) "Grant Funds" means the financial assistance provided, or to be provided, by the Foundation to the Applicant.

(g) "Patient" means the human being identified in the Application to have been diagnosed with colorectal cancer, provided that such human being is either the Applicant or an immediate family member of Applicant.

(h) "Person" means a human being, partnership, limited partnership, limited liability partnership, limited liability company, association, firm, company corporation, trust, association, state or public agency or instrumentality, state or country, or any other entity recognized under the laws of any jurisdiction in the universe or under international law as having the capacity to enter into legally binding agreements or to own property.

(i) "Personnel" means, with respect to a Person other than a human being, the directors, officers, members, managers, trustees, officials, volunteers, employees, staff, contractors, agents and representatives of such Person.

(j) "Terms" means these Financial Assistance Grant Terms and Conditions.

1.2. Rules of Interpretation. Unless the context clearly indicates otherwise, in these Terms: singular nouns and pronouns shall be deemed to include plural nouns and pronouns, and vice versa; nouns and pronouns of the masculine, feminine or neuter genders shall be deemed to include the masculine, feminine and neuter genders; the conjunction "or" shall be deemed to be used both disjunctively and conjunctively; the pronouns "any," "all," "each," or "every" means "any and all," and "each and every"; the terms "includes" and "including," and

any variations thereof, shall not be given a restrictive meaning, but rather, deemed to be followed by the words "without limitation"; and general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class, kind, category or nature of acts, matters or things.

1.3. References. Unless the context clearly indicates otherwise, in these Terms, any references to paragraphs, subparagraphs, sections or subsections are to those in these Terms.

1.4. Headings. Headings in these Terms are only for convenience and ease of reference, and shall not affect the construction or interpretation of any provision in these Terms.

2. Financial Assistance Grant Application

2.1. No Guarantee of Approval. The Foundation shall have the absolute discretion to decline to provide Grant Funds for any reason whatsoever or for no reason. The submission or consideration of an Application does not guarantee approval of any financial assistance, or any right of Applicant to receive any Grant Funds. Applicant represents, warrants and covenants that it has not relied on or caused any other Person to rely on, and shall not rely on or cause any other Person to rely on, Applicant's submission of the Application in the making of any decision that may have a financial impact.

2.2. Right to Discontinue or Decrease. The Foundation reserves the absolute right and discretion to discontinue any financial assistance program, including the program for which the Application was submitted, to decrease or otherwise modify the amount of Grant Funds to be provided, and to decline or cease payment of Grant Funds, at any time and for any reason, even after Applicant has been approved or selected to receive Grant Funds.

2.3. Accuracy of Application. Applicant represents and warrants that all information provided in connection with the Application, including any accompanying or supporting statements and documents, is true, complete and correct. Applicant understands and agrees that should Applicant have made any material misstatement in the Application, the Foundation shall have the right to recover, and Applicant shall be obliged to repay, all Grant Funds provided to Applicant.

2.4. Authorization to Verify Statements. Applicant hereby authorizes the Foundation to investigate, verify and clarify any statement made or information included in the Application, including by contacting Persons listed in the Application and other Persons who may have information material or relevant to statements made or information included in the Application. Applicant hereby authorizes any such Person contacted by the Foundation for any purpose set forth in the preceding sentence to this sentence to communicate with, and to provide any further information or documentation to, the Foundation and the Foundation's Personnel for said purpose.

2.5. Release. Applicant hereby irrevocably releases, discharges and exonerates the Foundation, its Personnel, and any Person furnishing information to the Foundation or its Personnel pursuant to Section 2.4, from any and all Claims, that may arise out of or be related

to (i) the Application; (ii) any investigation, verification or clarification described in Section 2.4; and (iii) any Grant Funds provided or not provided in connection with this Application.

2.6. Further Information. Applicant agrees to provide any additional information that may be reasonably requested by the Foundation for the purposes described in Section 2.5. Applicant understands that such information provided is also subject to Section 2.3.

2.7. Consideration. The Foundation shall consider, and shall only consider, a timely submitted and complete Application, which must include Applicant's agreement to these Terms.

3. Recipients of Grant Funds

3.1. Scope. This Section 3 sets forth the rights and obligations of Applicant if and only if Applicant has been notified by the Foundation that Applicant has been selected to receive Grant Funds. Applicability of any term, condition or provision in this Section 3 is conditioned upon notification by the Foundation that Applicant has been selected to receive Grant Funds. Immediately upon such notification, this Section 3 shall apply to Applicant. Receipt or use of Grant Funds by Applicant shall be deemed receipt of said notification.

3.2. Use of Grant Funds. Applicant agrees to use Grant Funds only for the purposes described by Applicant in the Application, and only for the benefit of (i) Applicant; (ii) the Patient; (iii) a human being who is claimed as a dependent on the most recently submitted individual tax return by Applicant or the Patient; or (iv) a spouse, grandparent, parent, child, grandchild or sibling (in each case by blood, adoption or marraige), of Applicant or the Patient, who lives in the same the household as Applicant or the Patient. Applicant understands and agrees that should Grant Funds be used for purposes other than authorized under this Section 3.2, the Foundation shall have the right to recover, and Applicant shall be obliged to repay to the Foundation, all such Grant Funds so used in violation of this Section 3.2.

3.3. Impact Report. Applicant understands that Foundation is legally obliged to monitor the charitable impact of its programs, and accordingly agrees to provide the Foundation a written follow-up report describing how the Foundation and Grant Funds were helpful to Applicant no later than the first day of April in the year immediately following the year Applicant received Grant Funds. Applicant understands and agrees that in the event Applicant does not provide to the Foundation said report in a timely manner, the Foundation shall have the right to recover, and Applicant shall be obliged to repay to the Foundation, all Grand Funds provided to Applicant.

3.4. Limited License. Applicant hereby grants to the Foundation a perpetual, irrevocable, nonexclusive, royalty-free, non-commercial, right and license (with the right to sublicense), solely for charitable, humanitarian or educational purposes, to, anywhere in the universe, use, make, have made, reproduce, publish, disseminate, display, perform, alter and create derivative works based on (i) Applicant's story and description or substantiation of need in connection with the Application, (ii) Applicant's report as provided in Section 3.3, and (iii) any images, photographs or other intellectual property provided by Applicant in connection with the

Application and said report. Applicant further represents and warrants that Applicant is authorized to grant such right and license to the Foundation.

3.5. Release. Applicant hereby irrevocably releases, discharges and exonerates the Foundation and the Foundation's Personnel from any and all Claims, including by reason of defamation, invasion of privacy, right or publicity, copyright infringement, or any other personal or property rights, arising out of or relating to material licensed by Applicant to the Foundation pursuant to Section 3.4.

4. Final Provisions

4.1. Authorization of Patient. If Applicant is not the Patient, Applicant represents and warrants that Applicant has been authorized by the Patient to (i) provide all information about the Patient in the Application; (ii) authorize the Foundation to conduct the investigations, verifications and clarifications described in Section 2.4; (iii) provide the information about the Patient in the report described in Section 3.3; and (iv) license the Foundation to use information and materials about the Patient as provided in Section 3.4.

4.2. Indemnification. Applicant irrevocably agrees to indemnify, defend and hold and save harmless the Foundation and the Foundation's Personnel from and against any and all Claims, including all litigation costs and expenses, attorney's fees, settlement payments, fines and damages, arising out of or relating to (i) the Application, (ii) the report described in Section 3.3; (iii) the releases provided in Section 2.5 and Section 3.5, including any Claim of the kind or nature contemplated in said releases, against the Foundation or the Foundation's Personnel, from a third-party; (iv) any violation by Applicant of these Terms; (v) any violation by Applicant of any obligation whatsoever owed by Applicant to a third-party; or (vi) any violation by Applicant of any law applicable to Applicant.

4.3. Further Acts. Applicant further agrees to perform any further acts and to execute and deliver any documents and instruments that may be reasonably necessary to carry out the provisions of these Terms.

4.4. No Waiver of Rights. The failure or delay by the Foundation to exercise any rights available to it, whether under these Terms or otherwise, shall not be deemed for any purpose to constitute a waiver by the Foundation of any such right or remedy associated therewith, and shall not relieve Applicant of any of Applicant's obligations under these Terms.

4.5. Third Parties. Except as explicitly stated in Section 2.4 and Section 2.5, no person or entity other than the Foundation and Applicant themselves shall have any rights or remedies under these Terms.

4.6. Prohibition on Assignment. Applicant shall not assign, transfer, pledge, delegate or make any disposition of these Terms, any part of these Terms, or any rights or obligations under these Terms, to a third-party, without the prior written consent of the Foundation. Any unauthorized assignment, transfer, pledge, delegation or disposition shall be null and void, ab initio, and shall not be binding on the Foundation.

4.7. Dispute Resolution. These Terms shall be construed and enforced in accordance with the laws of the State of New York, excluding said State's choice-of-law principles, and any Dispute, shall likewise be governed by the laws of said State, excluding said State's choice-of-law principles. Applicant and the Foundation hereby consent, and shall be deemed to consent, to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York, in any Dispute. Applicant and the Foundation each hereby waive any objection Applicant or the Foundation now or hereafter may have to the laying of venue in any court of New York County, New York, New York, or any objection based on such court being an inconvenient forum. Applicant and the Foundation, to the fullest extent not prohibited by applicable law, hereby waive, and shall be deemed to have waived, the right to trial by jury in any action or proceeding to resolve any Dispute.

4.8. Entire Agreement. These Terms constitute the entire understanding and agreement of Applicant and the Foundation in respect of the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, drafts and representations of the Applicant and the Foundation, written or oral.

4.9. Effective Date. These Terms shall enter into force and effect on the date that the Foundation has received a copy of these Terms signed by Applicant. The terms and provisions of Section 2, Section 3, Section 4.2, Section 4.4 and Section 4.7 shall survive any termination or expiry of these Terms.

4.10. Amendments. No amendment in or of these Terms shall be valid or enforceable unless provided by a written amendment signed by both Applicant and the Foundation.

4.11. Severability. If any term or provision of these or the application of such provision to any Person or circumstance shall be held invalid, illegal or unenforceable, the remainder of these Terms or the application of such provision to Persons or circumstances other than those to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each term and provision of these Terms shall be valid, legal and enforceable to the fullest extent permitted by law; and, to the extent permitted and possible, the invalid, illegal or unenforceable term or provision shall be deemed replaced by a term that is valid, legal and enforceable and that comes closest to expressing the original intention of such invalid, illegal or unenforceable term or provision.

AGREED AND ACCEPTED BY:

RECEIVED AND ACCEPTED FOR AND ON BEHALF OF THE FOUNDATION:

date received

signature of applicant

name of applicant

Alyssa Lavelle, President