Patient Consent for Molecular Profiling – New York

Please read carefully and discuss with your physician.
If you have questions, please contact Caris at LPSTeam@CarisLS.com or (888) 979-8669.
Email completed form to LPSTeam@CarisLS.com, or fax to 866-479-4925.

TEST INFORMATION

Test Purpose, Sample Collection, and Results

Molecular profiling from Caris Life Sciences® (Caris) assesses cancer markers found in your tumor to help your health care team develop a treatment plan that is specific to you. As part of your testing, your tumor sample(s) will be sent to Caris, where your sample, and DNA and RNA extracted from your sample, will be analyzed, producing genomic information. Caris will report your test results to the physician who ordered your test and to other health care providers requested by your treatment team. Test results may indicate that the markers being tested for are or are not present in your sample and may identify other characteristics of your cancer. Your test results are available from your physician, or from Caris upon written request as allowed by law.

Benefits, Risks, and Limitations of Genomic Testing

Benefits of the test may include: (i) more information to make healthcare decisions for yourself and your family members; and (ii) potential enrollment in research studies. Risks of the test may include: (i) anxiety about the testing; (ii) mild discomfort when providing your tissue sample; (iii) discrimination based on your test results (while certain federal and state laws provide some protections against genetic discrimination, these laws do not apply in all situations. You can visit www.genome.gov/10002328 for information about the Genetic Nondiscrimination Act, a federal law that protects genetic information); and (iv) loss of confidentiality due to unauthorized access to your personal information (Caris implements reasonable safeguards to protect your personal information but cannot guarantee the confidentiality of this information). Limitations: Caris makes no guarantee or warranty that its genomic test(s) detect all genomic mutations and all carriers of a condition. Genetic variation that are not associated with the purpose of testing may not be reported with your test results.

Confidentiality, Sample/Data Retention, Use, and Sharing

You have the right to confidential treatment of your sample(s), genomic information, and other health data in accordance with applicable law. The physician who ordered your test, their staff and affiliates, and third parties as your physician requests may have access to your sample and test results. Caris personnel and others working for Caris may receive your sample, perform testing or have access to your health data and test results. Caris takes patient confidentiality seriously and has in place policies and procedures to restrict access to samples, health data, test results and genetic information obtained from samples. Caris may store, use, and disclose your sample(s), genomic information, and other health data, both internally and to third parties, as permitted by law for regulatory compliance purposes, reimbursement purposes, quality assurance or improvement, operational activities, validation studies, research, product development, or in publications. These uses may include additional genetic testing on your sample(s), genetic information, and other health data, including for future research purposes. Unless you opt-out on the following page, Caris may also use your information to identify and contact you about clinical trials or other research opportunities that may be of interest to you (including general information about research findings and information about research tests on your sample(s), genetic information, and other health data that may benefit you or your family members), and your samples and data will be stored indefinitely for as long as they are useful for the purposes described in this form. Caris will de-identify or anonymize the sample(s), genomic information, and other health data to the extent required by law. Third parties that may receive your sample(s), genomic information, and other health data may include non-profit, commercial, or governmental entities such as academic researchers, universities, hospitals, laboratories, and life science, insurance, pharmaceutical, and other companies. If these activities result in commercial products or compensation of any sort, proceeds will not be shared with you or your family, even if your sample(s), genomic information, and other health data are used. You can learn more about Caris's privacy practices, including information about how de-identified sample(s), genomic information, and other health data may be commercially used and shared in or out of the United States, by visiting www.CarisLifeSciences.com/privacy-us.

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PATIENT CONSENT

By signing below:

I acknowledge that I have read and understand the information provided in this form, discussed the reliability of positive or negative test results and the level of certainty that a positive test result for a disease or condition serves as a predictor of such disease or condition with my physician, and received an opportunity to ask questions, which have been answered to my satisfaction. I voluntarily consent to performance of the test by Caris and to the collection, use, retention, maintenance, and disclosure of my sample(s), genomic information, and health data as described in this form, including to contact me about potential research opportunities for which I may be eligible, general information about research findings, and information about research tests on my sample that may benefit me or my family members. I understand that the potential benefits of such contact may include learning about research opportunities that I may be interested in and that may help advance science. I understand that the potential risks of agreeing to be contacted include learning additional information about my condition or new information about other conditions I or my family members may have or be at risk of developing. I understand that, other than the testing authorized in this consent (including any future genetic testing on my sample for the purposes described in this form), no genetic tests will be performed on my sample. I understand and authorize Caris to obtain payment for testing, authorize Caris to act on my behalf regarding the determination, denial and/or any necessary appeal relating to coverage of the services provided by Caris, and I assign all health insurance benefits and reimbursement under my health insurance plan (including Medicare and Medicaid) to Caris. I authorize Caris and third-party payors to release any of my protected health information for the purpose of resolving my claim and/or appeal. I understand that may contact Caris at any time to revoke my consent to the retention of my sample(s), genomic information, and other health data. However, my revocation will not have any effect on the following: (i) any sample(s), genomic information, and other health data that has been de-identified or anonymized and cannot be readily traced back to me; (ii) any use or sharing of sample(s), genomic information, and other health data that has already occurred, or (iii) to the extent Caris must retain the sample(s), genomic information, and other health data to comply with applicable law. I consent and authorize Caris (and its agents, contractors and others acting on its behalf) to place calls or send text messages to me, including those involving a pre-recorded or artificial voice, or placed using any kind of automatic telephone dialing system or other automated system for placing calls or sending texts, to any of the numbers I or my physician provide to Caris. If I am signing on behalf of the patient, I further certify that I have legal authority to consent on behalf of the patient.

☐ By checking this box, I **DO NOT** authorize Caris to retain my sample(s) indefinitely for the purposes described in this form. I understand that my sample(s) will be destroyed at the end of the testing process or not more than 60 days after collection.

Patient Name (print): _____ Date of Birth: _____ Date: _____

Patient or Authorized Signatory: _____ Date: _____

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