

Patient Consent for Molecular Profiling – New York

Please read carefully and discuss with your physician.

If you have questions, please contact Caris at PatientNavigator@CarisLS.com or (888) 979-8669.

Email completed form to PatientNavigator@CarisLS.com, or fax to 866-479-4925.



TEST INFORMATION

Purpose of Molecular Profiling

Comprehensive molecular profiling from Caris Life Sciences® (Caris) assesses the biomarkers found in your tumor, revealing a molecular blueprint to help your health care provider (HCP) make more informed and individualized treatment decisions specific to your cancer.

Sample Collection

If you consent to testing, your tissue sample(s) will be sent to Caris, where DNA and RNA will be extracted from your sample and analyzed.

Test Results

Caris will report your test results to the HCP identified on the test requisition form (and to other HCPs requested by your treatment team, if applicable). Biomarker test results may indicate that the biomarkers 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 HCP, or from Caris upon written request in accordance with applicable law.

Benefits, Risks, and Limitations of Genetic Testing

Benefits of the test may include: (i) more information to make healthcare decisions for yourself and your family members, including creating a management or treatment plan; (ii) potential enrollment in research studies; and (iii) important health information for your family members.

You may experience anxiety about the testing, and you may have brief and mild discomfort when providing your tissue. In addition, while certain federal and state laws provide some protections against genetic discrimination by employers and health insurers, these laws do not apply in all situations. You can visit www.genome.gov/10002328 for information about the Genetic Information Nondiscrimination Act, a federal law that protects genetic information.

Caris makes no guarantee or warranty that its genetic test(s) detect all genetic mutations and all carriers of a condition. Variations that are not associated with a clinical condition may not be reported to your HCP.

Confidentiality

You have the right to confidential treatment of your sample(s), genetic information, and other health data in accordance with applicable law. Your HCP identified on the test requisition form and their related practice or facility personnel and affiliates may have access to your sample and test results. Caris may also be directed by your HCP to provide results to third parties. 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.

Sample/Data Retention, Use, and Sharing

To the extent permitted by applicable laws, Caris may store, use, and disclose your sample(s), genetic information, and other health data, both internally and to third parties, 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 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), genetic information, and other health data to the extent required by applicable laws. Third parties that may receive your sample(s), genetic 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), genetic information, and other health data are used. You can learn more about Caris privacy practices, including information about how de-identified sample(s), genetic 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.

PATIENT CONSENT (New York)

By signing below:

- I acknowledge that I have read and understand the information provided in this form, including regarding the purpose and potential benefits, risks, and limitations of the test(s) and how my sample(s), genetic information and health data may be used, retained, and disclosed.
- I acknowledge that I received an opportunity to ask questions, and any questions I had 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), genetic information, and other health data as required to perform the test(s) and for the other purposes described in this form, including research, product development, and publication, to the extent permitted by, and in compliance with, applicable law. 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.
 - ☐ 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.
- I understand and authorize Caris to obtain payment for services, and I assign all health insurance benefits and reimbursement under my health insurance plan (including Medicare and Medicaid) to Caris. I appoint Caris as an authorized representative with the power to file medical claims, appeals, and/or grievances with the health plan agency or governmental body governing such plans. This appointment includes all rights in connection with any claim, right, or cause of action (litigation) that I may have against my health plan.
- I authorize Caris to act on my behalf regarding the determination, denial and/or any necessary appeal relating to coverage of laboratory services provided by Caris, as well as authorize Caris and third-party payors to release any of my protected health information for the purpose of resolving my claim and/or appeal.
- Caris may contact me in the future 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 I am not under any obligation to participate in any research about which I am contacted, and I can notify Caris by email at PatientNavigator@CarisLS.com if I no longer agree to be contacted in the future about research opportunities.
 - ☐ By checking this box, I **DO NOT** authorize Caris to contact me or provide my information to outside researchers so that they can contact me about research studies.
- I may contact Caris, including by email at PatientNavigator@CarisLS.com, at any time to revoke my consent to the retention of my sample(s), genetic information, and other health data. However, my revocation will not have any effect on the following: (i) any sample(s), genetic 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), genetic information, and other health data that has already occurred, or (iii) to the extent Caris must retain the sample(s), genetic 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 HCP on my behalf) provide to Caris. These calls or texts may relate to tests that were ordered by my HCP, patient account statements, products or services Caris thinks may be of interest to me, or requests for patient feedback. I understand that call and text message frequency may vary, there is no limit on the number of calls or texts Caris may send to me, and I may incur a charge from my telephone carrier for these calls or texts and Caris is not responsible for the charges. I consent to such calls or texts sent or made without regard to any time-of-day limitations, and even if my telephone number is registered on any state or federal Do Not Call list. I understand that text messages may be unencrypted and carry some risk that the information in the messages could be read by an unauthorized person. I understand that Caris cannot guarantee the security and confidentiality of the text messages it sends to me. I agree that Caris is not responsible for any unauthorized access that occurs during or after the transmission of the text messages to me. I further understand that to opt-out of text messages, I may reply STOP to any text message I receive. To opt-out of telephone calls or voicemail transmission, you may contact Customer Support at 1-888-979-8669.
- If I am signing on behalf of the patient, I further certify that I have legal authority to consent on behalf of the patient.

Patient Name (print): _____ Date: _____

Patient or Authorized Signatory: _____ Date: _____