

**THE BRAIN TUMOR NETWORK, INC.  
CONSENT FOR NAVIGATION SERVICES AND RELEASE AGREEMENT**

I request and consent for the following individual: \_\_\_\_\_ (“the Recipient”) to receive navigation services provided by The Brain Tumor Network, Inc., its navigators, affiliates, contractors, agents, and employees (hereinafter and collectively “BTN”). Such navigation services may include, but are not limited to, providing informational assistance to me as I learn to understand my diagnosis, locating possible clinical trials at my request, locating resources for possible second opinions at my request, medical records assistance or social and support services. By signing this Agreement, I understand and agree to the following:

- BTN is a non-profit organization which provides various informational resources at the request of individuals and or caregivers of those who have been diagnosed with brain tumors. BTN’s services are offered to such individuals at no charge and without regard to their race, color, national origin, disability, or insurance/payor status. It is a voluntary decision whether to receive services from BTN, and BTN does not recommend or endorse products, physicians, or health care facilities.
- BTN representatives do not provide medical or nursing advice in any way. BTN, including its navigators, do not assess, diagnose, or treat the Recipient and do not make decisions about the Recipient’s care; instead, they provide information from available sources, which an individual Recipient will then discuss with his or her physician and treatment team. BTN navigators are not the Recipient’s nurses or social workers and they do not advise on the selection of health insurance plans or health insurance coverage.
- BTN does not have a health care provider relationship with the Recipient. Services provided through BTN are not intended to and should not replace the Recipient’s relationships with his or her physician and treatment teams. While BTN may use the term “patient” to refer to an individual who has been diagnosed with a brain tumor and whose records BTN is receiving, such individual recipient solely remains the patient of his or her treating physician and current treatment team, and is not a patient of BTN, its navigators or consultants.
- If BTN staff provides informational resources to the Recipient regarding potential treatment options, the Recipient should discuss this information with his or her treatment team. The Recipient should also check with his or her insurance or health payor to confirm what options are covered and if any pre-certification would be necessary or advisable.
- The information provided to the Recipient may not be able to be implemented into the Recipient’s care plan, and if it is implemented it may not improve the Recipient’s condition. As the Recipient and on behalf of my heirs and next of kin, I expressly release The Brain Tumor Network, Inc., its navigators, affiliates, contractors, agents, employees and partners from any and all liability under law or equity for the treatment decisions that are made or not made based on information provided by BTN, including but not limited to possible clinical trials and second opinions.
- BTN cares about the Recipient’s privacy but is itself not covered by the Health Insurance Portability and Accountability Act (“HIPAA”). In order to receive certain personalized services of BTN, the Recipient will need to complete the attached HIPAA medical record release form to permit the Recipient’s health

care providers to send copies of the Recipient's medical records to BTN. BTN will pay health care providers' copying and mailing costs. Revocation of the attached medical records release form does not alter the effectiveness of this Agreement.

- Health information and records provided to BTN about the Recipient based on the signed HIPAA medical record release form will be used by BTN to provide general informational resources to the Recipient and for purposes of BTN's administration, management, and operations. BTN may redisclose such health information and records as part of providing services to the Recipient, including consulting with outside advisors regarding possible resources for second opinions (if requested), searching for clinical trials, conducting or research, and to assist in reviewing and improving the availability of treatment resources for patients with brain tumors, to assist with other services requested by the Recipient, and as otherwise permitted or required by law.
- BTN owns all rights, title, and interest in and to any and all data contained in the BTN Brain Cloud database, whether identifiable or de-identified, and all intellectual property and results that are produced during the course of providing services to the Recipient. I expressly grant BTN an unconditional and perpetual right and license to use the results derived from providing services to the Recipient in the creation, development, and use of BTN's Brain Cloud relationship management tool.
- The terms of this Agreement are governed under the laws of the State of Florida. In the event of a dispute, the parties agree that any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by neutral binding arbitration in St. Johns County, Florida pursuant to the rules of the American Arbitration Association (AAA) and the Florida Arbitration Code and not by any court action except as provided by Florida law for judicial review of arbitration proceedings.
- BTN reserves the right to terminate this Agreement by providing written notice to the email address provided below. If Recipient decides he or she no longer wishes to receive services from BTN, Recipient can terminate this agreement by providing written notice to:

The Brain Tumor Network, Inc.  
816 A1A North, Suite 207  
Ponte Vedra Beach, Florida 32082

**I have read this form, I understand what it says, and any questions of mine have been answered. I am signing this form voluntarily. Type your full name and today's date below to signify that you accept and agree to this Consent for Navigation Services and Release Agreement; please also list the email you wish BTN to use to communicate electronically with you.**

Full Name

Address (please type carefully)

Email Address (please type carefully)

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Date

Patient Signature	Date
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**If I am signing on behalf of the Patient, I certify that I am the Patient's authorized representative. Note: A Patient (18 years or older) must authorize Consent for Navigation Services unless patient is incapacitated. If signing for a minor patient, I hereby state that my parental rights have not been revoked by a court of law.**

Name of Patient's Authorized Representative	Relationship to Patient
Authorized Representative's Signature	Date