

IRB NEWSLETTER

March 2019

Greetings IRB Members!
Please read below for current updates on the
SJH Human Research Protection Program.

HRPP Updates

Annual Disclosure of Financial Interests

Members are asked to submit annual Financial Interests Disclosure forms to the HRPP Office by April 30, 2019. The disclosure form is provided with this newsletter and should be submitted to HRPP@stjoe.org. All relationships that may be perceived as or pose a conflict of interest (financial or otherwise) for the preceding 12 months should be disclosed. Questions about the requirement to disclose financial interests or completing the disclosure form can be directed to Adam Pucci, HRPP Manager, at adam.pucci@stjoe.org.

IRB Membership Changes

Two alternate IRB #1 members have recently resigned from the committee: Dr. Terry McMahon, a psychiatrist representing the Covenant Health ministry, had served since November of 2016. Patti Harrold-Runge, a nurse representing the Santa Rosa ministry, had served since May of 2017. Both resigned due to a general winding down of their clinical commitments. Dr. McMahon and Patti were assets to the IRB in their respective areas of expertise and will be missed. Please join us in wishing them well and thanking them for their time and dedication to the SJH IRBs.

Seeking IRB Member

We are still actively seeking a member living in the community of one of our ministries with a non-scientific background, and who is unaffiliated with SJH, to join the SJH IRB as a primary voting member. If you know of an individual who meets this criteria and is interested in serving on the SJH IRB, please put this individual in touch with Adam Pucci.

Reminder – Advise HRPP Office in Advance of Meeting Absences

As a reminder, please notify the HRPP Office, prior to the scheduled IRB meeting dates, if you will not be able to attend a meeting. This ensures we have adequate time to identify an alternate, if needed, to satisfy quorum. Notification can be sent to HRPP@stjoe.org or Theresa Tuckman, IRB Coordinator, at Theresa.Tuckman@stjoe.org.

HRPP Updates Continued

Updated Informed Consent Form Template

In the coming weeks, the HRPP Office will be sharing an updated Informed Consent Form template with the SJH research community. The template serves as a guide to researchers when developing their own informed consent forms for studies and provides general standards for content and language to address regulatory and institutional requirements. Revisions to the template were necessary to address requirements of the revised Common Rule and minor additional updates were made to address other regulatory changes and at the request of the IRB following a recent audit of approved consent forms. The template is provided with this newsletter and a summary of significant revisions is provided below for IRB members' reference:

- Added signature line for Experimental Subject's Bill of Rights (applicable to CA sites only)
- Included template language for new elements of consent (key information, provision of clinically relevant results, whole genome sequencing, future use of data/specimens, commercial profits from specimen testing)
- Added institutional boilerplate language regarding reporting of testing for infectious diseases
- Included template language regarding Certificates of Confidentiality for NIH-funded studies
- Explicitly identified SJH CCR and HRPP as entities that may review participant's information
- Revised language regarding reimbursement for research injury for Medicare beneficiaries to note that if reimbursement is declined, it must be done in writing
- Revised language regarding refusal to participate or withdrawal to more closely align with regulations

Questions about the Informed Consent Form template can be directed to Adam Pucci.

"Become a Research Volunteer" Brochures

As part of an ongoing quality improvement activity, the HRPP Office has been working with our partners in clinical research across the SJH ministries to identify opportunities to raise awareness and enhance understanding of research among our patient communities. An outcome of these efforts was the identification of a need for general informational materials about research that could be made available to patients. FDA has developed such resources and the HRPP Office facilitated the distribution of FDA's "Become a Research Volunteer" brochure to several of our ministries. The brochures are available in multiple languages and customized to direct patients to SJH resources regarding research participation. The HRPP Office has also made the brochure available on its website for potential research participants: <https://www.stjhs.org/documents/Clinical-Research/Become-a-Research-Volunteer-Brochure-SJH.pdf>

Financial Interest Disclosure

Please disclose the combined level of financial interest that you, your spouse/domestic partner, and your dependents have had (in the previous 12 months) with companies/entities that (i) sponsor clinical research, and/or (ii) develop, manufacture, or sell medications, medical devices, and/or biologics:

Investments or ownership interest of any value including, but not limited to, stocks and options exclusive of interest in publicly-traded, diversified mutual funds: <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Description and Amount: _____
Received (or anticipate receiving) income of any amount including, but not limited to honoraria (direct or donated), consultant fees, royalties, or other income: <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Description and Amount: _____
Fees for speeches, lectures and/or presentations, or travel/meeting grants: <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Description and Amount: _____
Research grants, foundation funds and/or philanthropy: <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Amount: _____
Proprietary interest of any value including, but not limited to: patents, trademarks, copyrights, and licensing agreements: <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Amount: _____
Employment, office, directorship, partner, trustee, membership on a Board of Directors or Advisory Committee (or personal compensation): <input type="checkbox"/> No financial interest <input type="checkbox"/> Financial Interest: Company/Entity: _____ Amount: _____

Other Disclosures:

<p>Do you, your spouse/domestic partner, or your dependents hold an interested position (e.g. senior administrative official, Board of Directors membership, Advisory Committee, etc.) within the St. Joseph Health organization that involves any of the following:</p> <ul style="list-style-type: none"> • Licensing, technology transfer, patents • Investments of the organization • Gifts to the organization when the donor has an interest in the research • Financial interests of senior administrators, directors, or other similar positions • Other financial interests <p><input type="checkbox"/> No <input type="checkbox"/> Yes, Explain: _____</p>
<p>Do you, your spouse/domestic partner, or your dependents hold any collaboration agreements with non-commercial entities (i.e. professional or academic collaborations) that may have financial implications?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes, Explain: _____</p>
<p>Do you, your spouse/domestic partner, or your dependents have any personal interest or involvement with commercial or non-commercial research organizations and or research interest not indicated above that could pose or be perceived as a conflict?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes, Explain: _____</p>

I have read and agree to abide by the policies which govern Financial Conflicts of Interest in Research as established by the St. Joseph Health organization and the IRB. I also agree to submit on an Ad Hoc basis disclosures that would constitute a financial interest as indicated above.

Signature

Date

Printed name

1 **[When study involves a Medical Experiment: Participants must receive the Experimental**
2 **Subject’s Bill of Rights as required by the California Health and Safety Code. Recommend:**
3 **inserting Bill of Rights document before first page of the consent form. When Sponsor does not**
4 **allow for insertion into consent document add:** “Before you read this consent form you should
5 read a copy of the Experimental Subject’s Bill of Rights.” (Provide as separate document.)]
6

7
8 **EXPERIMENTAL SUBJECT’S BILL OF RIGHTS**

9 **Any person who is requested to consent to participate as a subject in a research study**
10 **involving a medical experiment, or who is requested to consent on behalf of another, has**
11 **the right to:**

- 12 1. Be informed of the nature and purpose of the experiment.
- 13
- 14 2. Be given an explanation of the procedures to be followed in the medical experiment, and
15 any drug or device to be used.
- 16
- 17 3. Be given a description of any attendant discomforts and risks reasonably to be expected
18 from the experiment.
- 19
- 20 4. Be given an explanation of any benefits to the subject reasonably to be expected from the
21 experiment, if applicable.
- 22
- 23 5. Be given a disclosure of any appropriate alternative procedures, drugs, or devices that
24 might be advantageous to the subject, and their relative risks and benefits.
- 25
- 26 6. Be informed of the avenues of medical treatment, if any, available to the subject after the
27 experiment if complications should arise.
- 28
- 29 7. Be given an opportunity to ask any questions concerning the experiment or the
30 procedures involved.
- 31
- 32 8. Be instructed that consent to participate in the medical experiment may be withdrawn at
33 any time, and the subject may discontinue participation in the medical experiment
34 without prejudice.
- 35
- 36 9. Be given a copy of a signed and dated written consent form.
- 37
- 38 10. Be given the opportunity to decide to consent or not to consent to a medical experiment
39 without the intervention of any element of force, fraud, deceit, duress, coercion, or undue
40 influence on the subject’s decision.

Participant (Print name):	
Signature:	Date:

41 **ST. JOSEPH HEALTH INFORMED CONSENT TO PARTICIPATE IN RESEARCH**

42
43 *[Please delete all instructional notes within each bracket throughout the consent, including these*
44 *instructions. Refer to the Guidance on Informed Consent when writing this consent document.]*
45

46 **STUDY TITLE:**

47
48 **Principal Investigator:**

49 **Site Location:**

50 **Study Sponsor:**

51
52 *[If the study is supported by a Federal agency (e.g., NIH), the consent document is required to*
53 *begin with a concise and focused presentation of the key information that is most likely to assist*
54 *a prospective subject in understanding why one might or might not want to participate in the*
55 *research. Include this information in the “Key Information” section using the template below as*
56 *a guide. The information presented in this section will be discussed in greater detail later in the*
57 *consent document. If the study is not supported by a Federal agency, the “Key Information”*
58 *section is not required and may be deleted.]*
59

60 **Key Information**

61 You are being asked to voluntarily participate in a research study. The choice of whether or not
62 to participate is up to you. The purpose of the study is to *[briefly state the primary objective of*
63 *the research]*. Participants in this study will *[briefly summarize the main study procedures; if*
64 *applicable, identify any procedures that are experimental, how the experimental procedures*
65 *differ from standard of care, and if the research involves randomization or placebo]*.

66 Participation in this study will involve *[number of study visits]* number of visits, each lasting
67 about *[study visit duration]*, over *[total study duration]*.

68
69 The risks of being in this study are *[briefly summarize the most likely and most significant risks*
70 *associated with the research]*. There are other risks that are described further below. We hope
71 that this study will *[briefly state the anticipated benefits of the research to subjects and/or*
72 *society]*. *[If this is a treatment study, include the following: If you choose not to participate in*
73 *this study, your alternatives include [briefly state the other treatment options available to*
74 *subjects]*.

75
76 If you are interested in learning more about this study, please continue to read below.

77
78 **Introduction**

79 We are asking you to be in this research study because you *[insert the condition or reason to be*
80 *studied here]*. To make an informed decision on whether or not you want to be part of this
81 study, you should understand the risks and benefits of participating. This process is called
82 informed consent.

83
84 This informed consent document describes a research study. The form explains:

85

- 86 • Why we are doing this study.
- 87 • What you will need to do during this study.
- 88 • If there is a chance you might experience benefit from participating in this study.
- 89 • The risks and discomforts that might occur because you are in this study.
- 90 • How the personal and/or medical information about you obtained during this study will
- 91 be used and shared.

92

93 Your study investigator, _____, will explain this research study to
94 you. You do not have to participate in this research study. You should take your time making
95 your decision about participating in this study. Before you decide, you may want to discuss the
96 information in this document with your friends, family, or other physicians who take care of you.
97 If you have any questions, you can ask your study investigator.

98

99 *[For applicable clinical trials governed by the FDA insert the following:]*

100 A description of this clinical trial will be available on <http://www.ClinicalTrials.gov>, as required
101 by U.S. Law. This Web site will not include information that can identify you. At most, the
102 Web site will include a summary of the results. You can search this Web site at any time.

103

104 If you do not have access to the internet, you can contact the study staff to provide or assist you
105 with this information.

106

107 If you choose to be in this study, you should sign this form. If you do not want to be in this
108 study, you should not sign this form. Choosing not to participate in this study will not affect
109 your current or future care with your doctors or the hospital.

110

111 If you decide to participate in this study, you will receive a copy of this form.

112

113 **Why is this study being done?**

114 The purpose of this study is to *[insert a brief description in plain language of the condition being*
115 *studied and the expected outcome. If using an experimental drug, device, or procedure briefly*
116 *describe any previous studies in humans and a description in plain language of the mechanism*
117 *of action of the item under study.]*

118

119 **How many participants will take part in the study?**

120 About *[insert number]* participants will take part in the entire study.

121

122 **If I take part in the study, can I or the study investigator select what treatment I will get?**

123 *[For treatment studies only: delete section if N/A]*

124 *[First, state “Yes” or “No.” If “No,” continue with the section below.]*

125 *[For randomized studies:]* We will use a computer to randomly assign you to one of the *[insert*
126 *number]* study groups. Random assignment means that you are put into a group by chance *[if 2*
127 *groups]* like a flip of a coin *[OR]* *[if more than 2 groups]* like drawing numbers out of a hat.

128 Your study group assignment will determine the treatment you will receive. Neither you nor the
129 study investigator can choose the group you will be in. You will have a(n) *[insert the numerical*
130 *expression as “x out of y” or “equal”]* chance of being placed in any group.

131
132 **If you are in group 1 (often called "Arm A") ...** *[Explain what will happen for this group*
133 *with clear indication of which interventions depart from routine care. If giving a drug or*
134 *other treatment, indicate the dose and route of administration]*

135
136 **If you are in group 2 (often called "Arm B")...** *[Explain what will happen for this group*
137 *with clear indication of which interventions depart from routine care. If giving a drug or*
138 *other treatment, indicate the dose and route of administration]*

139
140 *[For studies with more than two groups, an explanatory paragraph containing the same*
141 *type of information should be included for each group.]*

142
143 *[If a placebo is used, describe placebo as “a pill that does not have any drugs or*
144 *medicines.”]*

145
146 **Will I know which treatment I am getting?** *[For treatment studies only: delete section if N/A]*
147 *[First, state “Yes” or “No.” If “No,” continue with the section below].*

148
149 *[For double-blind studies:]*: Neither you nor your study investigator will know which
150 treatment you are getting. In case of an emergency, your study investigator can get this
151 information.

152
153 *[For single-blind studies:]*: You will not know which treatment you are getting, but your
154 study investigator will know.

155
156 **What will happen during this research study?**

157 If you agree to participate in this study, you will be asked to sign this consent form. You will
158 have the following *[tests and]* procedures done first to make sure you are eligible to participate:

159 *[List in bullet format any screening procedures. Define any medical terms in plain language]*

160
161 *Indicate whether the test or procedure is routine care or part of the study.]*

162
163 After you have completed the screening period, *[you will have the following tests and*
164 *treatments/the following will happen]:*

165
166 *[List in bullet format all tests, therapies, treatments, and procedures done as part of the study*
167 *and their frequency. Indicate whether a test or procedure is routine care or part of the study.]*

168
169 *[For Non Treatment studies: Describe in detail all processes, tools, and design methods that are*
170 *being done as part of the study]*

171
172 *[For all types of studies: If questionnaires or other forms of testing are used, describe them*
173 *briefly in plain language. Submit all questionnaires, surveys, scripts etc. for review]*
174
175 *[For Treatment Studies only: In addition to the mandatory narrative explanation found in the*
176 *preceding text, a simplified calendar (study chart) or schema (study plan) may be inserted here.*
177 *The schema from the protocol should not be used as it is too complex; however a simplified version*
178 *of the schema is encouraged. Instructions for reading the calendar or schema should be included.*
179 *Any abbreviations used in the calendar or schema should be defined in footnotes.]*
180
181 *[If study procedures involve testing for infectious diseases, such as Hepatitis or HIV, include the*
182 *following statement:]*
183 Depending on state law, you may have to sign a separate consent form before the Hepatitis and
184 HIV testing can start. The study doctor or study staff will tell you if these test results are positive.
185 If required by state law, the study doctor or study staff may report a positive test result to the
186 local health department. The tests are confidential, and the study doctor or study staff will not
187 share your results outside this study unless state law requires it. The results of these tests must be
188 negative in order for you to be in the study.
189
190 *[If the procedures, tests, etc. conducted for research purposes only have the potential to generate*
191 *clinically relevant results, include one of the following statements to inform subjects whether*
192 *such results will be provided to them.*
193 *If the results of research tests will not be provided to subjects include the following statement:]*
194
195 Since the tests being performed in this study for research purposes are considered experimental,
196 the results of the testing will not be disclosed to you.
197
198 *[If the results of research tests will be provided to subjects, include the following statement.*
199 *Note: in general in order to report patient-specific results of tests performed for research*
200 *purposes the tests must be validated and performed in a CLIA-certified laboratory.]* The results
201 of the following tests that are being performed in this study for research purposes will be
202 provided to you and/or you treating physician: *[identify the research tests and any conditions*
203 *surrounding the release of the results of the tests.]*
204
205 *[If the research involves the collection of specimens and there is the potential that specimens*
206 *could be used for research involving whole genome sequencing (i.e., sequencing of a human*
207 *germline or somatic specimen with the intent to generate the genome or exome sequence of that*
208 *specimen), include the following:]*
209 The specimens collected from you during this study *[will be used/may be used in the future]* for
210 research involving whole genome sequencing. A genome contains a complete set of a person's
211 DNA. DNA is a chemical in your body that includes of all of your genetic information. Whole
212 genome sequencing is the process of determining the complete DNA sequence of a person. We
213 are doing whole genome sequencing in this study because *[briefly state the purpose of*
214 *conducting whole genome sequencing in this study.]*

215

216 **What will happen after I am finished with taking the drugs or intervention?** *[For treatment*
217 *studies only: delete section if N/A]*

218

219 *[Explain the follow-up tests, procedures, exams, etc required, including the timing of each and*
220 *whether they are part of the standard of care, but being performed more often than usual or*
221 *being tested in this study. Define the length of follow-up]*

222 **How long will I be in the study?**

223 *[For short-term, uncomplicated studies]: You will be in the study for [insert number of hours,*
224 *days, weeks, months, etc.].*

225

226 *[OR] You will have [insert number] study visits over [insert number] months.*

227

228 *[For long-term studies with treatment and follow-up phases]:*

229 You will be asked to take *[drugs or intervention]* for *[months, weeks or until a certain event]*.

230 After you are finished taking *[drugs or intervention]*, your study investigator will ask you to visit

231 the office for follow-up exams for at least *[indicate time frames and requirements of follow-up.*

232 *When appropriate, state that the study will involve long-term follow-up and specify time frames*
233 *and requirements of long-term follow-up. Also include if telephone follow-up will continue after*
234 *the office visits are completed.]*

235

236 **What is my responsibility?** *[Insert as applicable]*

237 It is important that you inform you study investigator of any changes in your health, whether or
238 not you think that it is related to your participation in this study.

239

240 You must tell your study investigator about all medications you are currently taking, or plan to
241 take. This includes both medications prescribed by your regular doctor or medications you are
242 taking without a prescription, (e.g. over-the-counter medicines, herbal medication and vitamin
243 supplements).

244

245 If you have been or are participating in another research study, you should inform your study
246 investigator.

247

248 It is important that you follow your study investigator's instructions throughout the trial. If you
249 have any questions or need further information, contact your study investigator or study staff.

250

251 **Can I stop being in the study?** *[Modify section as applicable for your study]*

252 Yes. You can decide to stop at any time. Your participation in this research study is completely
253 voluntary. Please inform your study investigator if you are thinking about withdrawing or decide
254 to withdraw. Your study investigator will tell you how to withdraw safely. This decision will
255 not affect your current or future care with your doctors or the hospital.

256

257 It is important to tell your study investigator if you are thinking about withdrawing so any risks
258 from the *[drugs or intervention]* can be evaluated by your study investigator. We will ask you to

259 come to the office for a final physical examination and to discuss what follow-up care and testing
260 could be most helpful for you.

261
262 The study investigator or study sponsor may stop you from taking part in this study at any time if
263 it is in your best interest. You may be removed from the study if *[Provide reasons applicable*
264 *for this study protocol. Examples: if you are not taking your medicine properly, miss study*
265 *visits, become pregnant, or if the study is stopped by the sponsor.]*

266
267 **Are there side effects or risks related to participating in this study?**

268 *[For non- treatment studies list all possible risks related to the study and delete “side effects”*
269 *from the title. Also insert as applicable:]* There may be the potential for loss of confidentiality.
270 In addition, there may be unknown risks, or risks that we did not anticipate. For more
271 information about potential risks with participating in this study, talk to your study investigator.

272
273 *[For treatment studies]* You may have side effects while on the study. Everyone taking part in
274 the study will be watched carefully for any side effects; however, study investigators do not
275 know all the side effects that may happen. Side effects may be mild or very serious. Your
276 research team may give you medicines to help reduce the expected side effects. Many side
277 effects go away soon after you stop taking the *[insert drug(s), treatment or procedure]*. In some
278 cases, side effects can be serious, long lasting, or may never go away. *[The next sentence should*
279 *be included if appropriate.]:* There also is a risk of death. For more information about risks, talk
280 to your study investigator.

281
282 **What side effects or risks can I expect from being in this study?** *[For treatment studies*
283 *only: delete section if N/A]*

284 You should talk to your study investigator about any side effects that you have while taking part
285 in the study.

286
287 Risks and side effects related to the *[procedures, drugs, interventions, devices]* include the
288 following:

289
290 ***[For Full disclosure and greater readability for the participant: Include risk percentages (e.g.***
291 ***> 3%) or other numerical value (e.g. more than 3 out of 100) for likelihood of potential risks***
292 ***(As available from Sponsor)]***

293
294 **What are the risks to a fetus or embryo if I become pregnant or father a child?** *[For*
295 *treatment studies only: delete section if N/A]*

296
297 Whether you are male or female, your participation in this protocol includes treatment which
298 may present certain or unknown risks to a fetus or embryo. You must avoid becoming pregnant
299 or avoid causing a pregnancy while you are participating in this study. You should discuss the
300 alternatives available to you for pregnancy prevention with your study investigator.

301
302 ***[NOTE: SJH Policy requires that our institution follow Catholic Healthcare Directives in***
303 ***pregnancy prevention within the consent form and protocol. This means that the consent form***
304 ***(and protocol) must allow for abstinence as a method of birth control in order to be in***
305 ***conformity with the Catholic Directives. The Reproductive Risks section of the consent does***
306 ***not have to list abstinence as a possible method of birth control, but it cannot exclude it.]***
307

308 **Are there other risks to being in this study?** *[For treatment studies only: delete section if N/A]*
309 Yes. In addition to the risks described above, there may be unknown risks or risks that we did
310 not anticipate that are associated with being in this study.

311
312 For more information about risks and side effects, talk to your study investigator.

313
314 **What happens if I am injured because I took part in this study?**

315 *[For non-treatment studies: Modify this section accordingly by inserting language explaining*
316 *that injury is not applicable as a result from this study because... (insert appropriate language).*
317 *Example: Because participation in the study does not require taking any additional medicines,*
318 *changing your current or future treatments or undergoing any additional procedures, no injuries*
319 *are anticipated in connection with your participation in the study. Delete any language that is*
320 *not applicable.]*
321

322 *[For treatment studies, patients should seek and receive medical treatment should any*
323 *injury/illness result from the research procedures/product. The Sponsor is responsible to pay for*
324 *research-related injuries. Please use the following language]:*
325

326 If you are injured or become ill from taking part in this study, medical treatment is available.
327 If you think that you may have been injured by participating in this research study, tell your
328 study investigator or a member of the study team as soon as you can. You can either tell your
329 study investigator in person or call your study investigator at _____. If you need to
330 have medical treatment from another hospital, be sure and tell the doctors there that you are part
331 of a research study.

332
333 In the event of an illness or injury that is determined to be directly related to the study drug or
334 properly-performed study procedures, the Sponsor, _____ agrees to pay all
335 reasonable and necessary medical expenses to treat such illness or injury if:

- 336
337
 - you have followed the directions of the Study Investigator; and
 - the illness or injury is not due to the natural progression of any conditions existing before
339 you participated in the study.
340

341 Medical expenses that fall outside of the above-outlined policy will be billed to you and your
342 health insurance. Be aware that your health care payer/insurer might not cover the costs of
343 injuries or illnesses that occur during your participation in the study.
344

345 The treating hospital will not routinely pay for any treatment of research-related illness or injury
346 unless it is proven to be the direct result of negligence by an employee. Please note that the study
347 investigator is not a hospital employee.

348
349 Financial compensation for such things as lost wages, disability, or discomfort due to any
350 research-related injury is not available, but you do not give up any legal rights by signing this
351 form.

352
353 *[The following language is appropriate due to Medicare Secondary Payor (MSP) reporting*
354 *requirements for clinical sponsors. It is CMS' position that payments made by clinical trial*
355 *sponsors for study related injuries are considered payments by liability insurance and must be*
356 *reported under the MSP law. The information requested in the ICF is information the clinical*
357 *trial sponsor is obligated to report to CMS. This provision would only apply to Medicare*
358 *beneficiaries who suffer a research-related injury.]*

359 **Medicare Beneficiaries:**

360
361 If you are a Medicare beneficiary and are treated for a research injury or illness and your
362 treatment is paid for by the Sponsor, then the Sponsor and/or its agents or representatives will
363 request that your treating doctor, other healthcare providers, and/or their staff release certain
364 personal and treatment related information about you (such as your name, date of birth, gender,
365 and social security number or Medicare identification number) and information about the trial
366 you are in to (sponsor), its representatives or agents.

367
368 If you sign this informed consent form, you are giving permission to (sponsor) and its
369 representatives or agents to collect your personal information and report it to the Centers for
370 Medicare & Medicaid Services (CMS), a U.S. government agency, during your participation in
371 the study and for as long as (sponsor) is required by the government to report this information.

372
373 You have the right to refuse reimbursement by the Sponsor for any research injury or illness if
374 you do not want your personal and treatment related information reported to CMS as required by
375 law. However, if you refuse the reimbursement, you will be billed for the cost of any treatment
376 for the research injury or illness. If you choose to decline reimbursement from the Sponsor, you
377 must do so in writing to the study investigator.

378
379 **Will I benefit from taking part in this study?** *[Modify language in this section as appropriate*
380 *for your study]*

381
382 Taking part in this study may or may not make your health better. It is possible that you may get
383 better, stay the same, or get worse. We do know that the information from this study will help
384 investigators learn more about *[procedures, drugs, interventions, devices]* as this information
385 could help future patients with *[insert condition under study]*. *[If there are likely benefits from*
386 *study participation, they can be listed here.]*

387

388 **If I choose to not take part in this study, what other alternatives or choices do I have?**

389 Your other choices may include: *[Use the following as applicable]*

- 390 • Receiving the usual treatment for *[insert disease or condition here]* that includes
391 *[describe what usual treatment includes]*
- 392 • Taking part in another study
- 393 • Getting no treatment

394 *[Add any additional bullets when appropriate, for any alternative specific procedures or*
395 *treatments]*

396

397 *[For treatment studies:]* Talk to your personal doctor or study investigator about your treatment
398 choices before you decide if you will take part in this study.

399

400 **Who will see the medical information about me that is collected during the study?**

401 You will be asked to read and sign a separate Authorization Form for the use and disclosure of
402 your Protected Health Information.

403 *[When the sponsor does not allow for inclusion of HIPAA in the consent form, Provide HIPAA*
404 *as separate document]*

405

406 We will follow the appropriate federal laws that say we must keep your study records private and
407 confidential. We will protect your privacy by *[insert in plain language a description of how*
408 *your site will keep health information protected.]*

409

410 However, we cannot guarantee total privacy and confidentiality. Your personal information may
411 be given out as required by law. Certain people may need to see your study records, and these
412 people must also keep the records confidential. The people who may also see your information
413 are:

414

- 415 • *[List relevant organizations like study sponsor(s) and its affiliates, pharmaceutical*
416 *company collaborators, etc.]*
- 417 • The St. Joseph Health Center for Clinical Research, Human Research Protection
418 Program, and Institutional Review Board, a committee whose purpose is to protect the
419 safety and welfare of research subjects.
- 420 • The Department of Health and Human Services (DHHS) and the Office of Human
421 Research Protection (OHRP) *[If FDA-regulated drug or device, also add “U. S. Food*
422 *and Drug Administration (FDA)]* that are involved in keeping research safe for people.

423

424 When the research results are published or discussed in conferences, no information will be
425 included that reveals your identity.

426

427 *[Include one of the following statements to describe the potential future use of subject’s*
428 *information or specimens beyond the current study:]*

429 *If information or specimens may be stored for future research studies, include the following*
430 *statement:]*

431 It is possible that the data [*or specimens*] collected during this study may be used or distributed
432 to other investigators for future research studies without additional consent from you if
433 information that could be used to directly identify (such as your name or medical record number)
434 you is removed from the data [*or specimens*].

435
436 *If information or specimens will not be stored for future research studies, include the following*
437 *statement:]*

438 The information [*or specimens*] collected during this study will not be used or distributed for
439 future research studies.

440
441 *[For studies funded by NIH, include the following language to describe the protections afforded*
442 *by a Certificate of Confidentiality, which is automatically issued to all NIH-funded human*
443 *subjects research]:*

444 This research is covered by a Certificate of Confidentiality from the National Institutes of
445 Health. The researchers with this Certificate may not disclose or use information, documents, or
446 biospecimens that may identify you in any federal, state, or local civil, criminal, administrative,
447 legislative, or other action, suit, or proceeding, or be used as evidence, for example, if there is a
448 court subpoena, unless you have consented for this use. Information, documents, or
449 biospecimens protected by this Certificate cannot be disclosed to anyone else who is not
450 connected with the research except, if there is a federal, state, or local law that requires
451 disclosure (such as to report child abuse or communicable diseases but not for federal, state, or
452 local civil, criminal, administrative, legislative, or other proceedings, see below); if you have
453 consented to the disclosure, including for your medical treatment; or if it is used for other
454 scientific research, as allowed by federal regulations protecting research subjects.

455
456 The Certificate cannot be used to refuse a request for information from personnel of the United
457 States federal or state government agency sponsoring the project that is needed for auditing or
458 program evaluation by the agency which is funding this project or for information that must be
459 disclosed in order to meet the requirements of the federal Food and Drug Administration (FDA).

460
461 You should understand that a Certificate of Confidentiality does not prevent you from
462 voluntarily releasing information about yourself or your involvement in this research. If you
463 want your research information released to an insurer, medical care provider, or any other person
464 not connected with the research, you must provide consent to allow the researchers to release it.

465
466 The Certificate of Confidentiality will not be used to prevent disclosure as required by federal,
467 state, or local law about incidents such as child abuse, the intent to hurt yourself or others, or to
468 report certain communicable diseases.

469
470 The Certificate of Confidentiality will not be used to prevent disclosure for any purpose you
471 have consented to in this informed consent document.

472

473 *[When applicable for studies involving Genes (genetic studies) or taking additional*
474 *blood/specimen samples for genetic research, insert the following language:] [Note: Please also*
475 *complete Attachment B of the Initial Application.]*

476 A federal law (Genetic Information Non-Discrimination Act, GINA) will help lower the risk
477 from health insurance or employment discrimination on the basis of genetic information. The
478 federal law does not include other types of misuse by life insurance, long-term care or disability
479 insurance. If you want to learn more about the GINA Law, which went into effect in 2009, you
480 can find information about it on the internet or ask the study staff. In addition to the federal law,
481 some states have laws that also help protect against genetic discrimination.

482
483

484 **What are the costs of taking part in this study?**

485 *[For Non Treatment Studies: If the subject is responsible for any costs please describe. If there*
486 *are no costs to the participants please state that in this section]*

487

488 *[For Treatment Studies: If the participant or their insurance company are responsible for costs*
489 *of the medical care and drug used in the study insert the following:]*

490 You or your health insurance company (or both) will need to pay for some or all of the costs of
491 your treatment in this study. Some health plans will not pay these costs for people taking part in
492 research studies. Check with your health plan or insurance company to find out what they will
493 pay for. Taking part in this study may or may not cost your insurance company more than the
494 cost of getting regular treatment.

495

496 *[If the sponsor is responsible for all research costs insert]:*

497 There will be no extra costs to you because you are participating in this study. Any routine
498 medical care that you would have received even if you were not in this study will be billed to
499 your insurance company or you. Some insurance plans will not pay for these costs for people
500 taking part in studies. Check with your health plan or insurance company to find out what they
501 will pay for.

502

503 The study sponsor will supply the *[study agent(s)]* at no charge while you take part in this study.

504

505 **Will I be paid for participating in this study?**

506 *[Answer "Yes" or "No." If "yes" include a statement about the amount of payment and how it*
507 *will be distributed. Also include the 1099 tax language below:]*

508 The law requires that *St. Joseph Health (or entity issuing stipend)* submit an IRS 1099 for
509 individuals to whom it provides payment or compensation exceeding \$600 per calendar year.
510 Compensation provided by this research study will count toward the annual total for this
511 purpose. We will ask for your Social Security Number to file this form.

512

513 *[Studies under SJHH oversight only] (Greenphire Language)*

514 As a participant in this study, you will receive payments of \$XX.XX per visit to help support
515 your participation (time and travel) in the clinical trial. You will be paid for each in clinic study
516 visits that you complete, even if you do not complete the overall study.

517
518 Greenphire is a company working together with “Institution Name” to manage the
519 reimbursement process. You will be issued a Greenphire ClinCard, which is a specially designed
520 debit card for clinical research onto which your funds will be loaded as appropriate. When a visit
521 is completed, funds will be approved and loaded onto your card. The funds will be available
522 following the completed visit and can be used at your discretion. You will be issued one card for
523 the duration of your participation. If your card is lost or stolen a replacement card will be
524 provided, at an additional charge.

525
526 Additionally, you will have the option to receive updates related to appointment reminders and
527 payment alerts via text message (standard text messaging rates will apply) or email message. You
528 will have the opportunity to opt-in to receive these messages. You are not required to provide your
529 cell phone or email address to be enrolled in the study or to use a ClinCard. If you choose to
530 receive messages and decide at a later date that you want to stop these messages, you will have the
531 ability to opt-out.

532
533 In order for Greenphire to be able to reimburse you via the ClinCard, Greenphire will need to
534 collect information about you, including:

- 535
- 536 • Your name
 - 537 • Your address
 - 538 • Your date of birth

539
540 This information will be collected from you by the staff at your study doctor’s site.

541
542 All information is stored in a secure fashion and conforms to regulations relating to Personal Data
543 Protection. Your information will not be shared with any third parties or the Sponsor of this trial
544 and will be kept completely confidential. Your information will be deleted once the study has
545 completed and the funds on your card have been exhausted.

546
547 By registering with the ClinCard system and using the ClinCard, you consent to participate in the
548 ClinCard program. Please be aware that some fees may apply for inactivity (over a period of 3
549 months), and specific transactions. Please be sure to read the instructions that come with the
550 ClinCard so that you are aware of potential fees that may apply.

551 The law requires that St. Joseph Heritage Healthcare submit an IRS 1099 for individuals to
552 whom it provides payment or compensation exceeding \$600 per calendar year. Compensation
553 provided by this research study will count toward the annual total for this purpose. We will ask
554 for your Social Security Number to file this form. If you are unable or unwilling to provide a
555 Social Security Number or Tax ID Number per federal reporting requirements, this could affect

556 your overall stipend amount as federal regulations require the institution to withhold 28% for tax
557 purposes.

558

559 *[If the research involves the collection of specimens, include the following:]*

560 Any specimens collected during this study will be used for research and such use may result in
561 inventions or discoveries that could become the basis for new products or diagnostic or
562 therapeutic agents. In some instances, these inventions and discoveries may be of potential
563 commercial value. You will not receive any profits or other benefits derived from any
564 commercial or other products that may be developed from use of the specimens.

565

566 **Does the study staff receive payment for doing this study?**

567 *[Sponsor]* is paying for this study. The study investigators and hospital are being paid by the
568 companies or other organizations sponsoring this study for their time spent and services rendered
569 in conducting the study. No one receives a direct payment or an increase in salary from
570 *[sponsor]*.

571

572 *[Please state if an investigator receives other compensation from the sponsor such as consulting*
573 *fees, speaking fees or royalties. Also include the following statement: You should discuss this*
574 *matter with your study investigator if you feel that it may affect your decision to participate in*
575 *this study.]*

576

577 **What are my rights if I take part in this study?**

578 Taking part in this study is your choice. You may choose either to take part or not to take part in
579 the study. If you decide to take part in this study, you may leave the study at any time. No
580 matter what decision you make, there will be no penalty to you and you will not lose any of your
581 health care or other benefits to which you are otherwise entitled. Leaving the study will not
582 affect your medical care.

583

584 By signing this form, you do not lose any of your legal rights to seek payment in case of injury
585 resulting from this study.

586

587 *[Insert if applicable]* Sometimes during the course of a research study, new information
588 becomes available about the *[drug/device]* that is being studied. If this happens, we will inform
589 you about this new information or changes in the study that may affect your health or your
590 decision to continue in the study.

591

592 **Who can answer my questions about the study?**

593 You should talk to your study investigator about any questions or concerns you have about your
594 participation in this study. Your study investigator can be reached at _____. *[If there*
595 *is one number for business hours and another contact number for after hours, weekends, and*
596 *holidays, list both with the appropriate designation].*

597

598 If you have any questions about your rights while participating in this study, or if you have any
599 concerns regarding the conduct of this study, you may contact the St. Joseph Health Human

600 Research Protection Program (HRPP) Office at 949-381-4907, by mail at 3345 Michelson Drive,
601 Suite 100, Irvine, CA 92612, by email at HRPP@stjoe.org, or via the Internet at
602 www.stjoe.org/Research.
603

604 **Signatures**

605 My signature below indicates that I have been informed by the study investigator about the nature,
606 purposes, risks and benefits of the above-named study. I have read and understand the information
607 contained in this consent form. I have had sufficient time and have had the opportunity to consider
608 the information, ask questions and confirm that my questions have been answered to my
609 satisfaction. I understand that I am under no obligation to participate.

610
611 I have been provided with a copy of the Experimental Subjects Bill of Rights. *[remove this*
612 *sentence when not included in the consent document or if not applicable]*

613
614 I know I will be asked to sign a separate Authorization Form. *[Only Insert when HIPAA is not*
615 *included in the consent document]*

616
617 Therefore, I am willing to participate and freely giving my consent to participate in the above-
618 named study.

619
620 After signing below, I will receive my own copy of this form.

621
622 *[For appropriate documentation of informed consent for consenting adults/LAR: Includes*
623 *acknowledgement of receipt of a copy of the Experimental Bill of Rights and need to sign*
624 *separate Authorization form if not included in the ICF. Includes section for witness signature to*
625 *be used when short form consent process is used or when subject (or LAR) cannot read, write,*
626 *talk and/or is blind*

627
628
629

Participant (<i>Print name</i>):	
Signature:	Date:

630

Legal Authorized Representative (LAR) (If Applicable) (<i>Print name</i>):	
Relationship to Participant:	
Signature:	Date:

631

Study Investigator or Designee who obtained consent (<i>Print name</i>):	
Signature:	Date:

632
633

Impartial Witness (If Applicable*) (<i>Print name</i>):	
Signature:	Date:

634 *Applicable when short form consent process is used and when subject (or LAR) cannot read,
635 write, talk and/or is blind.
636

637 **AUTHORIZATION FOR USE AND/OR DISCLOSURE OF PROTECTED**
638 **HEALTH INFORMATION FOR RESEARCH PURPOSES**

639

640 **What is the purpose of this form?**

641 This Authorization gives you information about how your health information may
642 be used and disclosed to others as part of the research, and who may disclose and
643 receive your health information.

644

645 State and federal privacy laws protect the use and release of your health
646 information. Under these laws the hospital cannot release your health information
647 to the research team unless you give your permission. If you decide to give your
648 permission and to participate in the study, you must sign this form as well as the
649 consent form.

650

651 By signing this document, you agree to the release of certain personally
652 identifiable health information by the hospital, your study investigator, and the
653 research team.

654

655 **What Protected Health Information will be released?**

656 If you give your permission and sign this form, you are allowing the hospital to
657 release the Protected Health Information collected during this research study and
658 information from your hospital records within this institution that may be
659 reasonably related to the conduct and oversight of the research study. Your
660 Protected Health Information includes health information in your medical records
661 and information that could personally identify you. For example, Protected Health
662 Information may include your name, address, phone number, medical record
663 number or social security number.

664

665 **Possible Disclosures**

666 Researchers can only use and disclose your health information for purposes
667 approved by the IRB or as required by law or regulations and will continue to
668 protect your personally identifiable health information as described in the above
669 consent form. The information may be subject to re-disclosure and the HIPAA
670 Privacy Rule may not apply in those circumstances. SJH entities comply with the
671 requirements of the HIPAA Privacy Rule and its privacy regulations, and with all
672 other applicable laws that protect the confidentiality of your health information.

673

674 **How will my Protected Health Information be used?**

675 Data that is recorded about you may be sent to the sponsor and members of the
676 research team by your study investigator.

677
678 Data recorded about you may also be released to the following agencies and
679 companies for purposes of study oversight such as:

- 680 • Federal government regulatory agencies
- 681 • The U.S. Food and Drug Administration (FDA),
- 682 • The SJH Center for Clinical Research, Human Research Protection Program,
683 and Institutional Review Board
- 684 • *[Continue to insert all people, organizations, labs, sponsor affiliates and*
685 *other oversight agencies, as applicable]*

686
687 Data recorded about you may be used for the research purposes described in a
688 consent form, including activities of the research sponsor, NIH, or other agencies
689 as required by law.

690
691 If applicable, your information will be disclosed to your insurance carrier for
692 purposes of obtaining authorization for payment and for processing payment of
693 claims related to this research.

694
695 However, once your health information is released it may not be protected by the
696 privacy laws and might be shared with others. If you have questions, ask your
697 study investigator or a member of your research team.

698
699 If a report or article is written for publication about the study your identity will not
700 be disclosed.

701
702 **Does my authorization expire?**

703 This permission to release your Protected Health Information expires after 50 years
704 from the date of your signature, or when the research ends, whichever is sooner.

705
706 **Can I revoke my authorization?**

707 You can change your mind at any time and revoke your authorization to allow your
708 Protected Health Information to be used in the research. Beginning on the date you
709 revoke your authorization, no new protected health information will be used for
710 research. However, researchers will continue to use your health information that
711 was collected before you withdrew your permission.

712

713 Your authorization must be revoked in writing. You can either write to your study
714 investigator or you can ask someone on the research team to give you a form to fill
715 out. If you revoke your authorization, you may no longer be in the research study.
716 Also, if the law requires it, the sponsor and government agencies may continue to
717 look at your medical records to review the quality or safety of the study.

718
719 If you agree to the use and release of your Protected Health Information, please
720 sign below. If you do not agree to the release of your PHI, you cannot participate
721 in the research study, but this will not affect treatment, payment, or eligibility for
722 benefits for which you are normally entitled to. If you have questions, you may
723 contact your study investigator. You will be given a signed copy of this form.

724
725

Participant (<i>Print name</i>):	
Signature:	Date:

726

Legal Authorized Representative (LAR) (If Applicable) (<i>Print name</i>):	
Relationship to Participant:	
Signature:	Date:

727
728