Contents

Adverse Event/Intercurrent Illness Log

Advertisement Sample—Approved

Budgeting by Activity Worksheet

Budgeting by Position Worksheet

Case Report Form

Concomitant Medications

Confidentiality Letter or Nondisclosure Agreement

Contact Worksheet for Sponsor and Vendors

Contract or Clinical Trial Agreement

Critique of an Inappropriate Ad

Data Clarification or Query Form

Delegation of Responsibility Log

Drug Accountability or Dispensing Log

Drug Study Announcement Memo

Facilities Letter

FDA Warning Letter Regarding Advertising Claims

Form FDA 1572

HIPAA Consent Template: Authorization Language

for Research Use

HIPAA Highlights for Researchers

Indemnification Language

Informed Consent for IRB Membership

Compliments of Mountainside MD Press. From *Conducting Clinical Research: A Practical Guide for Physicians, Nurses, Study Coordinators, and Investigators,* copyright Judy A. Stone, MD. For more information about the newly updated, revised and expanded second edition, please visit www.conductingclinicalresearch.com. You may reproduce any of these forms under Creative Commons attribution, share alike licensing.

Informed Consent Form Requirements Checklist

Informed Consent Form Template

IRB Communications Checklist

IRB Communications Log

IRB Submission Checklist

Orientation for New Employees Worksheet

Patent and Inventions Clause

Patient Instructions

Patient Outcome Log

Patient Problem List

Patient Wallet Card

Pregnancy and Contraceptive Clauses

Preparing for an FDA Audit Checklist

Prestudy Activities Worksheet

Regulatory Binder Contents Checklist

Research Experience Summary

Schedule of Activities Worksheet

Screening and Enrollment Log

Serious Adverse Event Report

Signs and Symptoms Worksheet

Site Qualification Survey

Site Qualification Visit Agenda

Specimen Collection and Preparation Worksheet

Specimen Shipping Log

Study Closeout Checklist

Study Closure Report to the IRB

Study Feasibility Checklist

Study Supply Checklist

Telephone Log

Understanding HIPAA and Research Handout

Adverse Event/Intercurrent Illness Log

The following sample illustrates the type of detail you need to capture if new symptoms or problems arise among your study subjects. This log is not hard to keep, and this type of worksheet helps you not to miss the details that are required. It is much easier to do while you are evaluating the volunteer than to have to go back to complete it later.

Adverse Event/Intercurrent Illness Log

Problem	Date of onset	Severity*	Date of resolution	Causality**	Intervention required	Was the patient dropped from the study?
Nausea	2/1/04	1	2/4/04	2	Phenergan 25 mg tid	No
Diarrhea	2/1/04	2	2/6/04	3	Metronidazole 125 mg qid x 10 days	No
IV site redness	2/7/04	1	2/8/04	1	Warm compresses	No

*	Rate	severity	οf	nrohle	m·

None 0 Mild 1 Moderate 2 Severe 3 ** Rate causality (relation to study med):

Not related 0
Possibly related 1
Probably related 2
Definitely related 3

Advertisement Sample—Approved

This brief advertisement passes muster—it is generic and not at all tempting. An example of an inappropriate ad is included in "Critique of an Inappropriate Ad" in this document.

Do You Have a e.g., Pneumonia or Diabetes Condition?

A New Investigational Medicine Is Being Evaluated in a Medical Research Study.

Benefits include, at no cost:

Study-related doctor visits, lab tests, study medication, and travel expenses

For info, call Dr. Investigator at

Budgeting by Activity Worksheet

This budget example, from an uncomplicated pneumonia study, is broken down by activities required at each study visit for each patient. It includes time estimates for key staff and lab tests specified by the protocol in the Schedule of Activities. Unfortunately, the administrative times are estimates, based on previous experience. Plan on everything taking twice as long as you initially thought it would! This is more generous than some sponsors will agree to, but there is wide variability. You can use this estimated allowance as a starting point for your planning and negotiations.

Budgeting	by	Activity	Worksheet
-----------	----	----------	-----------

Procedures	Pre-Rx	During Rx	IV to PO	End of Rx	Total
Clinical and medical evaluations					
Obtaining informed consent	\$100				\$100
History and physical	\$250				\$250
Follow-up exams		\$75	\$75	\$75	\$225
Administrative					
Principal Investigator IRB, site-sponsor activities, adverse events reports, meeting	\$300	\$100	\$100	\$100	\$600
time, etc.* Study coordinator/research nurse					
Initial meeting time*	\$100				\$100
Inservicing*	\$50				\$50
Coordinator per-patient administrative	activities				
Screening fee (estimating 1 enrolled for 10 screened)	\$200				\$200
Apache score calculation	\$50				\$50
Adverse events recording		\$20	\$20	\$20	\$60
Concomitant meds recording		\$10	\$10	\$10	\$30
Patient diary review	\$25	\$15	\$15	\$15	\$70

Procedures	Pre-Rx	During Rx	IV to PO	End of Rx	Total
Dispensing and accounting for study meds	\$50				\$50
Patient instruction	\$25				\$25
Scheduling of next visit	\$10	\$10	\$10	\$10	\$40
CRF data entry	\$100	\$50	\$50	\$50	\$250
Query resolution				\$50	\$50
Monitoring visits				\$100	\$100
SAE forms				\$50	\$50
IRB correspondence				\$50	\$50
Sponsor/site correspondence				\$100	\$100
Sponsor audit				\$100	\$100
Hematology: cbc and differential	\$15	\$15	\$15	\$15	\$60
Lab tests/Procedures					r
Chemistry: chemistry panel	\$25	\$25	\$25	\$25	\$100
Pregnancy test	\$20				\$20
Urinalysis	\$15			\$15	\$30
Specimen collection and handling	\$30	\$30	\$30	\$30	\$120
Specimen shipping	\$30				\$30
Microbiology				•	
Blood cultures x 2 sets	\$100			\$100	\$200
Sputum culture	\$60			\$60	\$120
Sputum gram stain	\$20			\$20	\$40
Sensitivities	\$75			\$75	\$150
Ancillary					
EKG	\$100			\$100	\$200
CXR	\$200			\$200	\$400
Patient stipend for time and travel	\$25	\$25	\$25	\$25	\$100
Total (includes 20% overhead)					\$4120

^{*}Estimated fees based on anticipated number of subjects.

Budgeting by Position Worksheet

In budgeting by position, the time is estimated specifically for each staff member, for each patient visit. Note that this is an example, again from a pneumonia study, of the cost of care and feeding of the coordinator. It is an example only and may bear little resemblance to the realities at your site. This exercise would have to be repeated for each member of the research team.

Budgeting by Position Worksheet

Coordinator Position

Activity	Time required per subject in minutes	Occurrences per study visit	Cost per occurrence	Cost per subject
Recruitment	30	1	\$25.00	\$25.00
Screening	20	1	\$18.00	\$18.00
Adjustment for expected screen: enroll ratio (1 in 10)		1	\$180.00	\$180.00
Apache score calculation	30	1	\$25.00	\$25.00
Informed consent review	60	1	\$50.00	\$50.00
Inservice	30	1	\$25.00	\$25.00
Vital signs	5	5	\$3.00	\$15.00
Blood draw	10	5	\$8.00	\$40.00
Lab processing	60	5	\$50.00	\$250.00
Adverse events recording	10	5	\$8.00	\$40.00
Concomitant meds recording	10	5	\$8.00	\$40.00
Patient diary review	20	5	\$16.00	\$80.00
Dispensing and accounting for study meds	30	5	\$25.00	\$125.00
Patient instruction	30	5	\$25.00	\$125.00
Scheduling of next visit	5	5	\$3.00	\$15.00
CRF completion	90	5	\$50.00	\$250.00
CRF clarifications and monitor visits	60	1	\$50.00	\$50.00
CRF queries reconciliation	15	5	\$25.00	\$125.00
SAE forms	60	1	\$50.00	\$50.00
IRB correspondence	30	3	\$50.00	\$150.00
Sponsor/site correspondence	15	5	\$25.00	\$125.00
Sponsor audit	60	1	\$25.00	\$25.00
Total per patient	680			\$1,828.00

Case Report Form

The following example shows the type of information you will need to capture in a CRF and a typical format for submission. The primary problems with CRFs are the volume of material required and the fact that each sponsor will collect the information in a different format. Otherwise, you are simply transcribing information from your medical records or source documents when you fill out a CRF.

WonderDrug Protocol 95-06
Site Number: 126 Subject Screening Number: 126-001 Initials: IT
Demographics
Date of birth (Day/Month/Year):
Gender: ☐ Male ☐ Female
Race: □ White □ Black □ Hispanic/Latino □ Asian □ Other
Eligibility
Does the subject meet all of the inclusion eligibility criteria?
Does the subject meet any of the exclusion criteria? \square Yes \square No If yes, specify the met exclusion criterion (by number):
If the subject does not meet all of the eligibility criteria, do not proceed with randomization.
Randomization
Was the subject randomized? ☐ Yes ☐ No If not, why not? ☐ Serious adverse event ☐ Screening lab test abnormality ☐ Withdrew consent ☐ Other reason
Evaluation of Primary Infection
Date of enrollment:
Duration of signs and symptoms prior to randomization (in days)
Type of skin infection
□ Decubitus ulcer□ Diabetic foot□ Major abscess□ Cellulitis (check only if complicated)
☐ Postoperative wound infection
☐ Wound classification stage if a pressure ulcer:

,	to diagram f		-	_	luded in this sample]
		g., right buti	tock]		
Size of wound or		w. u.	D 11		
Length:			mm Depth	ı: mm	
Size of erythema Length:		_			
•	1111111	width:			
Orainage □ None	☐ Blood	, _] Purulent	□ Odor	
Jnderlying predis	•	,	ı rurutent	□ 0d0i	
		iactors ieral vascula	r disease	☐ Stroke	
□ Obesity		immobility	i discase		
Diagnostic Stu	udies				
	DATE	RESULTS	S		
☐ X-rays	01/Apr/05				
☐ Culture	09/Mar/05	MRSA			
☐ Whirlpoo					
□ Whirlpoo □ Topical c □ Special d Signs and Sym	reams _ ressings _				
☐ Topical c	reams lressings nptoms				
☐ Topical c☐ Special d	reams lressings nptoms				
☐ Topical condition ☐ Special description ☐ Signs and Sym ☐ Signs and symp	reams lressings nptoms				
☐ Topical c ☐ Special d Signs and Sym Signs and symp Pain	reams lressings nptoms				
☐ Topical composition ☐ Special description ☐ Signs and Symperical symperical composition ☐ Signs and symperical composition ☐ Special composition ☐ Topical composition ☐ Special description ☐ Signs and Symperical ☐ S	reams lressings nptoms otoms Da				
☐ Topical composition ☐ Special description ☐ Signs and Symperical composition ☐ Signs and Symperical composition ☐ Special composition ☐ Signs and Symperical ☐ Signs and Sym	reams lressings nptoms otoms Da				
☐ Topical complete ☐ Special domain of the Signs and Symposian of the Sign	reams lressings nptoms otoms Da				
☐ Topical composition ☐ Special domain ☐ Special domain ☐ Signs and Symp ☐ Signs and symp ☐ Pain ☐ Redness ☐ Warmth ☐ Tenderness to to ☐ Edema	reams lressings nptoms otoms Da				
☐ Topical complete ☐ Special domain of the Signs and Symposian of the Signs and	reams lressings nptoms otoms Da				
☐ Topical complete ☐ Special domain of the Signs and Symposian of the Signs and Signs a	reams				

Cultures			□ Vaa □ Na				
Were specimens sent for culture? ☐ Yes ☐ No Source of specimen							
☐ Blood ☐ Aspirat	☐ Pus		☐ Biopsy ☐ (Curettage			
	a deep culture cimen is not a		l Yes □ No able; obtain anothe	r sample.			
Did the G	ram stain shov ram stain shov	v wbc v Grai	☐ No *? ☐ Yes ☐ No n positive cocci in ed from the study.		∕es □ No		
Culture Results	;						
Accession						Result	
number	Date	Sou	rce	Site		(use organism code)	
Sensitivity Res	ults						
			Organism 1		Organisr	n 2, etc.	
Bacteria isola	ted		MRSA		E. coli		
Report sensiti			MIC (ug/ml)		MIC (ug,	/ml)	
Cephakillita	all						
Wondercilli	n						
Vancomycin Bactrim							
Bactrim							

The questions go on and on. This sample of an easy case report form (CRF) is intended just to whet your appetite. Especially on early phase 2 studies, it is helpful to see a sample CRF to assess its complexity before finalizing your budget.

Concomitant Medications

Route of

All medications that the volunteer is taking must be noted so that drug interactions or changes in lab test results or symptoms can be better evaluated and attributed to a particular medication. Noting the indication will help you recognize gaps in the volunteer's history or identify adverse events.

Concomitant Medications

Medication	adminis- tration	Dose	Freq.	Indication	Start date	Change date	Stop date

Confidentiality Letter or Nondisclosure Agreement

Your initial contact regarding a study will include an agreement like this one.

Α	Delaware Corporation
Date	
Protocol # and Title	
Humble Investigator Investigative Site	
Dear Dr. Humble:	
and returning the Confidentiality S understanding that any materials (articipating in a global research study by signing Statement below to WonderDrug, Inc., to affirm your made available to you (e.g., Investigator's Brochures, clinical summaries) are the confidential property of
Once this document is received, fu	urther study information will be sent to you.
In addition, please complete the e WonderDrug's MRA by yesterday's t	enclosed Site Qualification Survey and return it to time warp fax.
Sincerely,	
WonderDrug's MRA/Clinical Docum	ent Coordinator
cc: Potential Investigator File	
CONI	FIDENTIALITY STATEMENT
conveyed to me in any form by an	ree that all information related to a study drug y representative of WonderDrug, Inc., or developed by will not be disclosed to any third party without the derDrug, Inc.
SIGNATURE	DATE

Contact Worksheet for Sponsor and Vendors

One major time saver is maintaining a contact sheet from the study start. You will have to deal with many people. This list will help you keep the cast of characters straight.

Contact Worksheet for Sponsor and Vendors

Title	Name	Phone	Page	Cell Phone	Fax
Site					
Investigator					
Coinvestigator					
Study coordinator					
Pharmacy					
Alternate pharmacy					
Local lab					
Lab sendout tech					
Central lab					
Federal Express					
UPS					
Airborne Express					
Special vendor (e.g., dry ice)					
CRO or sponsor					
CRA					
Grants and budgets					
Contracts					
Medical monitor					

Contract or Clinical Trial Agreement

This is an example of a study contract between a sponsor, WonderDrug Pharmaceuticals, and an investigator, Star Investigator, as translated from the legalese. Some elements may be more or less important to you and worth trying to negotiate for. You should always have your contract vetted by an attorney.

Clinical Trial Agreement
THIS AGREEMENT is effective as of this of, 200, by and between WonderDrug Pharmaceuticals ("WonderDrug") and Star Investigator ("Star").
Witnessed:
The Project outlined in this Agreement is of mutual interest and benefit to WonderDrug and Star. Therefore, the parties agree to the following:
1 — Project "Project" shall mean the activities described in the attached Protocol, performed under the direction of Star as Principal Investigator.
2 — Dates of Contract Contract Period is, 200_, through, 200
3 — Performance Star shall begin the performance of this Project promptly and shall use reasonable efforts to perform such Project in accordance with the terms of this Agreement. Wonder and Star may amend the Project by mutual written agreement.
 4 — Costs, Billings, and Other Support 4.1 It is agreed by both parties that WonderDrug shall pay Star the sum of \$X in accordance with the attached payment schedule. 4.2 Checks shall be made payable to Star Investigator and sent to: 4.3 For purposes of identification, each payment shall include WonderDrug's name, the title and protocol number of the Project, and the name of Star. Each payment invoice will also identify which study subjects and visits are included.* 4.4 If WonderDrug closes the study prematurely, it shall pay all costs accrued by Star as of the date of termination, including noncancelable obligations.
 5 — Term and Divorce 5.1 The parties may extend the term of the Agreement for additional periods as desired under mutually agreeable terms. Either party may end this agreement with ninety (90) days prior written notice to the other.
5.2 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the Agreement.

^{*}Identifying subjects and visits on each invoice makes tracking payments much easier for the site.

6 — Publicity

Neither WonderDrug nor Star will use the name of the other partner in any publicity or advertising without the prior written approval of that partner.

7 — Publications

- 7.1 WonderDrug recognizes that the publication of any research findings must be permitted. It agrees that Star Investigator and coinvestigators involved on this Project shall be permitted to present their research results at symposia and professional meetings. Star's team may also publish methods of the Project and their findings in journals or forums of their own choosing, provided that WonderDrug shall have been provided with copies of any proposed publication or presentation at least one month in advance of the proposed submission. WonderDrug shall have thirty days after receipt of these advance copies to object to the proposed presentation or publication because WonderDrug believes it to contain confidential subject matter or proprietary information. If WonderDrug does object, Star shall delay the publication or presentation for a maximum of six months in order for WonderDrug to file a patent application with the Patent and Trademark Office.
- 7.2 To the extent that participation in the Project is a part of a multicenter study, Star agrees to publish or publicly present results jointly with the other sites unless specific written permission is obtained in advance from WonderDrug to publish separate results. WonderDrug shall advise as to the implications of timing of the publication if clinical trials are still in progress at other sites.
- 7.3 A collaborative publication or presentation should occur within nine months of the close of Study closing; otherwise, Star and coinvestigators will be free to publish their results separately at that time.

8 — Inventions and Patents

- 8.1 "New Invention or Discovery" shall mean any invention or discovery conceived and reduced to practice during and as a part of the Study. New Inventions or Discoveries made solely by Star or Star's faculty, staff, employees, or students shall be the sole property of Star's Institution, in accordance with the Institution's patent policy. New Inventions or Discoveries made jointly by Star, Star Institution's staff, and one or more employees of WonderDrug shall be owned jointly by the Institution and WonderDrug ("Joint Property Rights"). New Inventions or Discoveries made solely by WonderDrug shall be its sole property.
- 8.2 If inventions and improvements are derived from work funded by federal funds, the Federal Government can exercise its right to a royalty-free license on each of these inventions and improvements.

9 — Proprietary Information and Confidentiality

9.1 It is the responsibility of WonderDrug to identify and mark as proprietary in advance any information that it deems appropriate to share with Star. If Star accepts

- the confidential information, Star will withhold it from publication, and in all other respects shall maintain the information as confidential and proprietary to WonderDrug.
- 9.2 The obligation of nondisclosure will hold for 5 years and does not apply to the following information: (a) information that is or becomes public knowledge through no fault of Star; (b) information that is disclosed to Star by a third party entitled to disclose such information; (c) information that is already known to Star as shown by prior written record; (d) information necessary to obtain IRB approval of Project or information that must be included in the subject written information summary and/or informed consent form; (e) information that is required by law to be disclosed to federal, state, or local authorities; or (f) information requested of Star and/or Star's Institution by the FDA.
- 9.3 In the event it is necessary for WonderDrug to provide any information relating to the medical condition or care of a study participant in a manner that identifies the subject, WonderDrug agrees to maintain the confidentiality of that information.

10 — Indemnification*

In consideration of Star's Institution (or site) conducting this Project, WonderDrug agrees that, should any subject suffer adverse effects from the administration of (the drug or device) in accordance with the Protocol, WonderDrug will reimburse the site for all hospital and medical costs required for diagnosis and treatment. WonderDrug further agrees to defend, indemnify, and hold harmless Star and Star's Institution and staff from and against direct loss, damage, cost, and expense of claims and suits seeking damage alleged to have been caused by or attributed to Star in their testing and/or reporting the results of the drug or device provided by WonderDrug. This includes the cost and expenses of handling these claims and defending these suits, provided, however, that (1) Star is shown to have adhered to and complied with all material and substantive specifications and directions set forth in the Protocol and recommendations furnished by WonderDrug, as well as applicable rules and regulations of the Food and Drug Administration or other regulatory agencies, except for 21 CFR 58 (GLP), (2) WonderDrug is promptly notified in writing of any such claim or suit, and (3) Star agrees to fully cooperate in the handling of any such claim and, in the event of a suit, to attend hearings and trials and assist in securing and giving evidence and in obtaining the attendance of necessary and proper witnesses. This agreement by WonderDrug to indemnify and to hold harmless shall not cover loss, damage, or expense arising from negligence by Star.

11 — Independent Contractor

In the performance of all services hereunder:

11.1 Star's investigation site shall be deemed to be an independent contractor and, as such, Star shall not be entitled to any benefits applicable to employees of WonderDrug.

^{*}See the "Indemnification Language" example in this document.

- 11.2 Neither party is authorized or empowered to act as agent for the other and shall not enter into any contract or representation as to any matter on behalf of the other.

 Neither shall be bound to the acts or conduct of the other.
- 11.3 Nothing in this Agreement shall be construed to limit the freedom of individuals participating in this study, whether paid under this Agreement or not, to engage in similar inquiries made independently under other grants, contracts, or agreements with parties other than WonderDrug.

12 — Warranties

Star makes NO WARRANTIES, EXPRESS, OR IMPLIED, CONCERNING THE RESULTS OF THIS PROJECT. Star shall not be liable for any direct, consequential, or other damages suffered by WonderDrug or any others because of this study.

13 — Assignment

- 13.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 13.2 This Agreement is assignable to any division of WonderDrug.

14 — Governing Law

This Agreement shall be governed in accordance with the laws of the State of ______

15 — Agreement Modification

Any agreement to change the terms of this Agreement in any way shall be valid if the change is made in writing and approved by both parties.

16 — Records

- 16.1 Star agrees to maintain adequate and accurate records as required under the Protocol. Records shall be accessible for inspection and copying by authorized representatives of WonderDrug and the FDA at reasonable times and in a reasonable manner.
- 16.2 In the event this Project is terminated and/or upon completion, Star agrees to return all documents and copies thereof and any other materials supplied to it by WonderDrug pursuant to this Agreement which have been designated to be confidential or proprietary property of WonderDrug EXCEPT that Star may retain one copy of any such document or other material in a secure location for purposes of identifying its obligations under this Agreement. Such records shall be retained for at least three years after completion of the research.

· -	dered made if given by traceable mail and addressed to the address given below or such other address as may n writing:
If to WonderDrug:	
• If to Star: Star Investigator (or Clinical Trials Office Attention:	Star's Institution)
The proper authorized parties had and year first written above.	ve executed this Agreement in duplicate as of the day
WONDERDRUG	STAR INVESTIGATOR'S GALAXY
SIGNATURE	SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE
I have read and agree with the to	erms of this Agreement, including attachments A and B.
PRINCIPAL INVESTIGATOR	
SIGNATURE	
NAME	_

Critique of an Inappropriate Ad

The FDA has stringent requirements regarding appropriate advertising. The kind folks from PRIM&R (Public Responsibility in Medicare and Research) have shared a humorous example of an inappropriate ad, which I have annotated to illustrate its faults.

Wondercillin Ad by Jeff Cooper¹ Wondercillin! From STDs to TMJ, it helps your heart, takes warts away. Just a pill from our pink tin, makes healthy hair and glowing skin! Yes, friends, this pill can do almost everything. Critique of Ad I know you're asking yourselves 'What is this going to cost me?' Well friends, I have good news. Wondercillin isn't going to cost you the • Must not promise benefit. MSRP of \$350, it's not going to cost you \$175. Must not make promises. Friends, we're going to pay you \$1500 to take Wondercillin. Yes, we will pay you to take this Unduly coercive or tempting fantastic new medication and just sit around time and money. all day. Need to explicitly detail the Call 1-800-GET-CASH! Positions are limited and going fast. Operators are standing by study procedures. now for your call. So call 1-800-GET-CASH Need to detail other risks and now! Not available in stores. Void in Minnesota. benefits. Batteries not included. Some assembly required. Past performance may not indicate Need to be specific. future behavior. Your results may vary. Dealer prep not included. Ad finally says something you can believe! May cause sterility, deafness, and sudden death in susceptible individuals. In case of research related injury, the sponsor might pay for some reasonable medical expenses provided that you have followed the directions of the sponsor without error, can recite the consent document backwards from memory, notify us within 5 minutes of the injury and have a very competent attorney threaten us with a law suit. Sponsor otherwise absolutely will not pay for disability, pain, discomfort, acne, halitosis, lost wages, or reduced intelligence. Nothing in this disclaimer is meant to waive your legal rights as if you have any idea what they are anyway.

Jeff Cooper, "Wondercillin Commercial" (presentation at the PRIM&R annual meeting, 1998), http://www.geocities.com/ (accessed January 1, 2006; site now discontinued).

Data Clarification or Query Form

Here are two examples of the dreaded CRF queries. What a nuisance! Any value the computer program determines is "unexpected" generates a data clarification request that is sent back to the site. It is time-consuming to have to go back and verify each detail to resolve a query, so accuracy with the initial CRF submissions is quite valuable.

Data Clarification Form Patient Visit Query Coordinator Site response number signature 12334 Visit 1 Baseline value of measurement Value confirmed (30" x 45") is out of expected (Baseline) range. Please confirm or correct value. Patient Visit Coordinator Query Site response number signature 12334 Visit 1 Date of birth recorded as 1/2/2002 (Baseline) 1/2/2020. This date is a future date and is invalid. Please provide the correct date of I understand that the information provided above is true and correct to my knowledge. PRINCIPAL INVESTIGATOR DATE Sponsor Data Review Team Member QUERY SUBMITTED BY DATE

Delegation of Responsibility Log

The PI must note specifically what each member of the site's team is authorized to do.

Printed name	Role	Initials	Signature	Duties	Approved by
	☐ Investigator ☐ Subinvestigator ☐ Coordinator ☐ Pharmacist ☐ Other			☐ Select patients ☐ Obtain informed consent ☐ Maintain CRFs ☐ Dispense supplies ☐ Other	
	☐ Investigator ☐ Subinvestigator ☐ Coordinator ☐ Pharmacist ☐ Other			☐ Select patients ☐ Obtain informed consent ☐ Maintain CRFs ☐ Dispense supplies ☐ Other	
	☐ Investigator ☐ Subinvestigator ☐ Coordinator ☐ Pharmacist ☐ Other			☐ Select patients ☐ Obtain informed consent ☐ Maintain CRFs ☐ Dispense supplies ☐ Other	
	☐ Investigator ☐ Subinvestigator ☐ Coordinator ☐ Pharmacist ☐ Other			☐ Select patients ☐ Obtain informed consent ☐ Maintain CRFs ☐ Dispense supplies ☐ Other	
	☐ Investigator ☐ Subinvestigator ☐ Coordinator ☐ Pharmacist ☐ Other			☐ Select patients ☐ Obtain informed consent ☐ Maintain CRFs ☐ Dispense supplies ☐ Other	

Drug Accountability or Dispensing Log

This log is particularly important. The FDA frowns on missing investigational medications, even if they are not narcotics. Drug accountability is a major target for audits. Every dose of study medicine must be accounted for.

Droto	cal Na						ounta	bility	Log					
			Dispens	sed to	patient	-	Ret	turned	by pati	ent		Dr	ug	
Pt. initials	Pt. ID	Container no.	No. of containers dispensed	No. of units	Date dispensed	Dispensed by	Date returned	No. of containers returned	No. of units returned	Verified by	Unopened con- tainer no.	Date returned to sponsor	Shipment no.	Comments
							•			•				

Drug Study Announcement Memo

The type of letter shown here would go to ancillary departments to ask for their help in identifying potential study subjects. Please note that this is not an advertisement as it is a communication solely between the site and other healthcare staff.

Drug Study Announcement Memo

Memo to: Admitting Office

Emergency Room Lab/Microbiology Nursing Units Radiology Department

Dr. Star Investigator is conducting clinical trials to help develop new treatments for infections. Currently, she is participating in a severe sepsis trial and is looking for patients at risk for this. Over the past 5 years, on previous sepsis trials, our mortality has declined from 40 percent to less than 15 percent.

At their meetings this month, the Departments of Medicine and Family Practice agreed to allow—and indeed ask—your departments to notify Dr. Star as soon as possible if patients are identified with one of the following diagnoses:

- Sepsis or septic shock
- Pneumonia
- Urosepsis
- Perforated bowel, stomach ulcer, or other (intra-abdominal perforation)
- Cholecystitis or cholangitis
- Appendicitis or ruptured appendix
- Intra-abdominal or pelvic abscess

Dr. Star will notify you if this list of diagnoses is modified. When she is called, she will screen the patient's history and lab reports and, if the patient may qualify for the trial, she will contact the attending physician for permission to see the patient.

As a reminder, the hospital's IRB has approved this study. It is not a HIPAA violation to alert Dr. Star about potential patients!

It is critical that the patients be identified and screened quickly, so we ask you to contact Dr. Star by paging her through the hospital operator.

Thank you for your help in identifying patients who might benefit from this or other research protocols.

Facilities Letter

In a facilities letter, a hospital at which an independent investigator has privileges to practice agrees to allow the investigator to perform a study at that institution. You must have this agreement to conduct a study at a hospital or site other than your own. The following example of a facilities letter, translated from the legalese, illustrates typical elements. You should not adopt such a contract without your legal representative's review.

	[Date]
	Subject: WonderDrug Pharmaceutical Corporation Clinical Trial for Protocol MysteryMed
i	Parties and Timeframe]: WonderDrug Corporation ("WonderDrug") and Star Investigator ("Star") are entering into the clinical crial agreement (the "Agreement") dated for performance of the above Study. The Study is expected to begin in Whenever and will end in approximately Whenever + 12 months. Star will be carrying out his/her duties as a Principal Investigator, according to the Agreement, at Star's Hospital (the "Facility").
١	NonderDrug and the Facility enter into this letter of agreement (hereinafter "Letter Agreement") as

1. Definitions:

follows:

"Clinical Trial" or "Trial" means that part of the Study that will be conducted at the Facility under the supervision and direction of Star Investigator.

"CRFs" means the case report forms.

"Facility," as used here, includes all hospital employees, faculty, and other authorized subcontractors or agents who assist Star in performing the Study, including the IRB.

"Informed Consent Form" means the consent form for a volunteer's study participation, approved by the IRB.

"IRB" means the institutional review board of the Facility (or commercial IRB if the Facility requests this).

"Protocol" means "Protocol Number 1234 MysteryMed," entitled "A Study of Mysteries," including subsequent amendments.

"Research Subjects or Volunteers" means patients of the Facility that are participating in the Clinical Trial.

2. Agreements.

- A. Facility Statement of Understanding. Star shall supervise and direct this Clinical Trial at Star's Facility. The Facility agrees to (a) supervise and direct its employees and agents to conduct the Clinical Trial as outlined in the Letter Agreement, the orders from Star, the Facility's standard procedures and generally accepted standards of good clinical and medical practices, other state or federal regulations, instructions from WonderDrug, and the Protocol and (b) monitor the patients and promptly notify Star if there are any serious or unexpected events, injuries, side effects, or sensitivity reactions or anything else unexpected that might be associated with the Clinical Trial. Notification should occur immediately, but must not be later than twenty-four (24) hours after the event. The Facility agrees to make all reasonable efforts to provide the necessary personnel and support to complete the Clinical Trial in a safe, timely, and professional manner.
- B. Sponsor's Statement. WonderDrug agrees to provide
 - The MysteryMed Study Drug, the Protocol, the Study, and all related forms, materials, instructions and directions in conformity with all legal requirements and generally accepted standards of good clinical and medical practices.
- C. Allocation of Responsibility:
 - i. WonderDrug assumes the responsibility to
 - 1. Provide the MysteryMed Study Drug, the Protocol, and the Study and all associated materials, forms, and instructions;
 - 2. Provide Star with up-to-date and accurate information so that Star can appropriately and validly obtain informed consent from volunteers for their participation in the trial, and provide the Facility with accurate and timely information: and
 - 3. Provide liability insurance for, and to defend, any claims for liabilities alleged to have been caused by anything that is the responsibility of WonderDrug under the following terms:
 - ii. The Facility shall have the responsibility to
 - 1. Adhere to the terms of the Protocol;
 - Comply with all IRB regulations and legal requirements relating to the Facility's participation in the MysteryMed Study;
 - Conduct the care of the patients in accordance with generally accepted medical standards and standards for hospital care; and
 - 4. Provide liability insurance for, and defend, any claims for liabilities alleged to have been caused by any act or thing that appears not to be due to the Study Drug, but rather is likely the *responsibility of Facility*.*
- D. Inspections. WonderDrug (or its representatives) may arrange with the Facility to inspect any and all data, records, source documents, correspondence (including that with the IRB

^{*} Note: "Due to willful negligence" is the preferred phrase.

and FDA), and materials (including the MysteryMed Study Drug) bearing on or otherwise relating to any and all work done in connection with this Clinical Trial. WonderDrug also has the right to review the volunteers' medical records for the purpose of auditing entries made on the CRFs. The Facility agrees fully to cooperate with any visits (whether announced or unannounced), investigations, or inspections by any regulatory authorities (such as the FDA) and will provide documents, information, and access if properly requested. The Facility will promptly notify WonderDrug of any regulatory inquiries, investigations, site visits, correspondence, or communication that relates to the Clinical Trial or the Study.

- E. The Facility agrees to perform recordkeeping and meet reporting obligations as required by regulations or by the Protocol.
- F. Debarment. No person who has been debarred will participate in any manner in conducting this Study.

3. Compensation.

The Facility understands and acknowledges that WonderDrug is making all payments for the conduct of this Clinical Trial to Star under a separate Grant Agreement. Under that Grant Agreement, Star is responsible for distributing funds to other subcontractors of the Facility involved in conducting the Study. WonderDrug does not have any responsibility to make other payments to the Facility beyond those outlined in the Grant Agreement.

4. Confidential Information.

- A. All information provided to the Facility by WonderDrug that has not been made public elsewhere, including ideas and anything that relates to the Clinical Trial or the Study or to WonderDrug's clinical research and development, the Protocol, or related materials provided to implement the Protocol, is to be considered confidential and proprietary to WonderDrug. The Facility must keep all of this information confidential and must take reasonable precautions to prevent any disclosure unless WonderDrug has provided prior written consent. Confidential information does not include any information:
 - i. Already possessed by the Facility prior to receipt from WonderDrug, or
 - ii. Obtained by the Facility from a third party who has a legitimate right to disclose it,
 - iii. Published or publicly available, or
 - iv. Developed by the Facility independently, or
 - v. As required by law.
- B. The Facility shall not use any Confidential Information for any purpose other than as outlined below, except to disclose it to employees who have a need to know for purposes of carrying out their responsibilities and who agree to maintain confidentiality.
 - If the Facility is required by law to disclose Confidential Information, the Facility shall notify WonderDrug, agree to a mutually satisfactory way to disclose such information, and provide reasonable assistance to WonderDrug to obtain a protective order or to prevent disclosure.

5. Indemnification.

- A. WonderDrug agrees to indemnify, defend, and hold harmless the Facility and its employees to the extent such liabilities were caused by the proper administration of an investigational product (including placebos) supplied by WonderDrug resulting in a side effect, adverse reaction, illness, or injury to a properly enrolled research volunteer in WonderDrug's Clinical Trial.
- B. However, if the liabilities were caused by an alleged violation of one of the responsibilities of the Facility (rather than the MysteryMed), the Facility hereby agrees to indemnify, defend, and hold harmless WonderDrug.*
- C. Insurance. The Facility agrees that it will maintain professional liability insurance with limits of liability not less than \$1 million per person and \$3 million annual aggregate.

By signing below, the Facility indicates its acceptance of these terms.

WonderDrug Corporation	
Ву:	Date:
Title:	
ACCEPTED AND AGREED:	
Star Investigator's Hospital Facility	
Ву:	Date:
Name:	
Title:	_

^{*} Try insistently to avoid these clauses, except for willful negligence.

FDA Warning Letter Regarding Advertising Claims

This is not the kind of letter that you want to find in your mail!

From: Department of Health and Human Services, Public Health Service

Food and Drug Administration

Rockville, MD 20857

To: I.N. Trouble, MD

Director, Drug Regulatory Affairs

WonderDrug Pharmaceuticals Corporation

Anywhere Found, USA

RE: NDA for Your MysteryMed

Dear Dr. Trouble:

This letter objects to WonderDrug Pharmaceuticals Corporation's (WonderDrug) dissemination of a direct-to-consumer (DTC) print advertisement (ad) for MysteryMed that is false or misleading in violation of the Federal Food, Drug, and Cosmetic Act (Act) and implementing regulations. Specifically, the Division of Drug Marketing, Advertising, and Communications (DDMAC) reviewed the DTC advertisement for MysteryMed that appeared in the April 1, 2003, issue of The General Public Buyer magazine and finds it to be in violation of the Act for the following reasons.

Misleading Product Claim

While not using the name of the WonderDrug drug—MysteryMed—the ad effectively promotes this drug product. In particular, the ad discusses "terribly embarrassing and painful disease" ("Her pain and embarrassment are over") with miserable symptoms completely cured in "just 1 day" ("Beating TEPS. WonderDrug and Maude ended 20 years of terribly embarrassing and painful symptoms in just 1 day") because of a "treatment from WonderDrug" (emphasis added). Consequently, this presentation is a product-specific prescription drug ad for MysteryMed that is misleading because it omits important information about the drug's safety and effectiveness.

The print ad is misleading and lacks fair balance because it fails to disclose any risk information in the body of the ad about MysteryMed. The print ad is also misleading because it fails to include a true statement of information in brief summary relating to side effects, contraindications (including warnings, precautions, etc.) and effectiveness, commonly referred to as the "brief summary." Finally, the print ad is misleading because it fails to clearly communicate the indication and limitations of use for MysteryMed. These omissions are of particular concern because serious safety concerns exist regarding MysteryMed that pose a considerable risk to public health and safety. Specifically,

1. According to the Indications and Usage section of the MysteryMed approved product labeling package insert (PI):

"MysteryMed is indicated for the short-term treatment of men with terribly embarrassing and painful symptoms (TEPS) whose primary symptom is embarrassment. The safety and effectiveness of MysteryMed in women have *not* been established" (emphasis added).

Omission of this information, especially the limitations to the indication, implies a broader use for MysteryMed than has been demonstrated by substantial evidence or substantial clinical experience.

2. According to the Contraindications section of the MysteryMed PI:

"MysteryMed is contraindicated in those patients with severe renal impairment; moderate or severe hepatic impairment; a history of heart disease, rampant hormones; [or] a known hypersensitivity to the drug or any of its excipients."

Additionally, the Precautions section of the PI states:

"MysteryMed should not be initiated in patients who are currently experiencing or frequently experience chest pain . . . MysteryMed should be discontinued *immediately* in patients with new or sudden worsening of chest or abdominal pain" (emphasis added).

Omission of this information, as well as omission of important adverse reactions (e.g., abdominal pain, headache, death) implies that there are no risks to the patient who takes MysteryMed.

Overstatement of Efficacy

The ad contains misleading claims that overstate the efficacy and clinical benefit of MysteryMed. The ad shows a picture of a smiling man and nubile young woman in a swimming pool. The ad text states (emphasis added):

Beating TEPS. (headline)

WonderDrug and Maude ended 20 years of terribly embarrassing and painful symptoms in just 1 day. (subheadline)

Ever since Maude was born—and that was a considerable time ago—she's missed out on all the fun—at work, at home, you name it. Maude doesn't have a lifethreatening disease. She has "terribly embarrassing and painful symptoms" (TEPS) with flushing. Her poorly understood symptoms were often crippling. But today, we see a new Maude. Her pain and suffering are over, thanks to her doctor and a treatment from WonderDruq.

Together, they stopped her 20 years of pain and humiliation in just one day. Now she and her husband Harold are making up for a lot of lost time. WonderDrug is proud to be the innovative force that's bringing real help to patients and their families. Millions of guys and gals suffer from TEPS, and their symptoms vary from slightly to overwhelmingly embarrassing. In Maude's case, we're happy her life of pain has ended. Think what's possible.

The claims above imply greater efficacy for MysteryMed than has been demonstrated by any substantial evidence or substantial clinical experience of which the FDA is aware. Claims such as "WonderDrug and Maude ended a lifetime of loneliness and pain in just 1 day" implies that the "treatment from WonderDrug" (i.e., MysteryMed) conferred complete relief of her symptoms, to the point that "Maude's" TEPS was cured. MysteryMed is not indicated as a cure for TEPS and does not help everyone. In fact, the approved patient labeling states "MysteryMed does not work for all the people that use it . . ." Moreover, FDA is not aware of any studies in which patients experienced complete relief within 1 day of starting treatment with MysteryMed. The Clinical Studies section of the PI states: (. . . can cause anything).

Conclusions and Requested Actions

WonderDrug should immediately cease publication and distribution of this ad and other promotional materials for MysteryMed that contain the same or similar claims or presentations.

WonderDrug should submit a written response to the Division of Drug Marketing, Advertising, and Communications (DDMAC) on or before January 1, 2004, describing its intent and plans to comply with the above. In its letter to DDMAC, WonderDrug should include the date on which this and other similarly violative materials were discontinued.

WonderDrug should direct its response to the Food and Drug Administration, Division of Drug Marketing, Advertising, and Communications.

In all future correspondence on this matter, please refer to An Action against WonderDrug # 3 as well as the NDA number. DDMAC reminds WonderDrug that only written communications are considered official.

Sincerely,
Every Where Ashcroft
Consumer Promotion Analyst
Regulatory Review Officer
Division of Drug Marketing, Advertising, and Communications

Form FDA 1572 (see next two pages)

Conducting clinical trials is fraught with the need to carefully traverse the land mines of regulatory issues. The first—and most important—requirement is committing to the famed Form FDA 1572. The 1572 is essentially a marriage contract between the investigator and the FDA, whereby the Principal Investigator makes the following vows:

- To conduct the trial in accordance with the protocol.
- To personally conduct or supervise the investigation.
- To inform patients that the drugs are being used for investigational purposes and to adhere to the requirements for obtaining informed consent.
- To report adverse events to the sponsor.
- To ensure that all staff members assisting in the trial understand their obligations.
- To maintain accurate records.
- To report all unanticipated problems promptly to the IRB.
- To ensure that the IRB provides continuing review of the clinical investigation.
- To make no changes to the protocol without IRB approval except for the immediate protection of subjects.

DEPARTMENT OF HEALTH AND HUMAN FOOD AND DRUG ADMINISTRATION		Form Approved: OMB No. 0910-0014. Expiration Date: January 31, 2006. See OMB Statement on Reverse.
STATEMENT OF INVESTIGAT (TITLE 21, CODE OF FEDERAL REGULATIONS (See instructions on reverse side.	(CFR) PART 312)	NOTE: No investigator may participate in an investigation until he/she provides the sponsor with a completed, signed Statement of Investigator, Form FDA 1572 (21 CFR 312.53(c)).
NAME AND ADDRESS OF INVESTIGATOR		
EDUCATION, TRAINING, AND EXPERIENCE THAT QUALIFIES THE DRUG FOR THE USE UNDER INVESTIGATION. ONE OF THE FOLL	EINVESTIGATOR AS AN EXI LOWING IS ATTACHED.	PERT IN THE CLINICAL INVESTIGATION OF THE
CURRICULUM VITAE	OTHER STAT	TEMENT OF QUALIFICATIONS
NAME AND ADDRESS OF ANY MEDICAL SCHOOL, HOSPITAL OR BE CONDUCTED.	OTHER RESEARCH FACILI	TY WHERE THE CLINICAL INVESTIGATION(S) WILL
BL GONDOCTED.		
NAME AND ADDRESS OF ANY CLINICAL LABORATORY FACILITIE	ES TO BE USED IN THE STU	DY.
NAME AND ADDRESS OF THE INSTITUTIONAL REVIEW BOARD (II	RB) THAT IS RESPONSIBLE	FOR REVIEW AND APPROVAL OF THE STUDY(IES).
NAMES OF THE SUBINVESTIGATORS (e.g., research fellows, reside	ents, associates) WHO WILL I	BE ASSISTING THE INVESTIGATOR IN THE
CONDUCT OF THE INVESTIGATION(S).		
NAME AND CODE NUMBER, IF ANY, OF THE PROTOCOL(S) IN TH	E IND FOR THE STUDY(IES	S) TO BE CONDUCTED BY THE INVESTIGATOR.
RM FDA 1572 (3/05) PREV	/IOUS EDITION IS OBSOLET	E. PAGE 1 OF 2

8. ATTACH THE FOLLOWING CLINICAL PROTOC	OL INFORMATION:		
	ERAL OUTLINE OF THE PLANNED INVESTIGATION INCI ER OF SUBJECTS THAT WILL BE INVOLVED.	LUDING THE I	ESTIMATED DURATION OF
SUBJECTS TO BE TREATED WITH THE INVESTIGATED; CHARACTERISTICS OF	IN OUTLINE OF THE STUDY PROTOCOL INCLUDING AN DRUG AND THE NUMBER TO BE EMPLOYED AS CONTF SUBJECTS BY AGE, SEX, AND CONDITION; THE KIND OF ED; THE ESTIMATED DURATION OF THE STUDY; AND C	ROLS, IF ANY; OF CLINICAL	THE CLINICAL USES TO BE OBSERVATIONS AND
9. COMMITMENTS:			
l agree to conduct the study(ies) in accorda sponsor, except when necessary to protect	ance with the relevant, current protocol(s) and will only the safety, rights, or welfare of subjects.	make chang	es in a protocol after notifying the
I agree to personally conduct or supervise t	the described investigation(s).		
I agree to inform any patients, or any perso the requirements relating to obtaining infor Part 56 are met.	ons used as controls, that the drugs are being used for med consent in 21 CFR Part 50 and institutional review	investigation w board (IRE	al purposes and I will ensure that b) review and approval in 21 CFR
I agree to report to the sponsor adverse ex	periences that occur in the course of the investigation(s	s) in accordar	nce with 21 CFR 312.64.
I have read and understand the information	in the investigator's brochure, including the potential r	isks and side	effects of the drug.
I agree to ensure that all associates, collect in meeting the above commitments.	agues, and employees assisting in the conduct of the	study(ies) are	e informed about their obligations
I agree to maintain adequate and accurate accordance with 21 CFR 312.68.	e records in accordance with 21 CFR 312.62 and to r	make those r	ecords available for inspection in
approval of the clinical investigation. I als	h the requirements of 21 CFR Part 56 will be respor so agree to promptly report to the IRB all changes s or others. Additionally, I will not make any changes nediate hazards to human subjects.	in the resear	ch activity and all unanticipated
I agree to comply with all other requirement Part 312.	nts regarding the obligations of clinical investigators a	and all other p	pertinent requirements in 21 CFR
INST	RUCTIONS FOR COMPLETING FORM FDA STATEMENT OF INVESTIGATOR:	1572	
Complete all sections. Attach a s	eparate page if additional space is needed.		
Attach curriculum vitae or other s	statement of qualifications as described in Sect	ion 2.	
Attach protocol outline as describ	ped in Section 8.		
4. Sign and date below.			
1	FORM AND ATTACHMENTS TO THE SPONS nical data into an Investigational New Drug Ap		•
10. SIGNATURE OF INVESTIGATOR			11. DATE
(WARNING: A willfully false statement is a	a criminal offense. U.S.C. Title 18, Sec. 1001.)		
searching existing data sources, gathering and ma	ormation is estimated to average 100 hours per respondintaining the data needed, and completing reviewing the clection of information, including suggestions for reducing the	ollection of inf	the time for reviewing instructions, ormation. Send comments regarding
Department of Health and Human Services Food and Drug Administration Center for Drug Evaluation and Research Central Document Room 5901-B Ammendale Road Beltsville, MD 20705-1286	Department of Health and Human Services Food and Drug Administration Center for Biologies Evaluation and Research (HFM-99) 1401 Rockville Pike Rockville, MD 20852-1448	person is no	may not conduct or sponsor, and a t required to respond to, a collection n unless it displays a currently valid number.*
	lease DO NOT RETURN this application to this addres	s.	
FORM FDA 1572 (3/05)			PAGE 2 OF 2

HIPAA Consent Template: Authorization Language for Research Use

Here is an example of a HIPAA consent for research statement that includes the required elements. 2 Your sponsor or your institution may have additional specific requirements.

HIPAA Consent Template

If you sign this document, you give permission to [name or other identification of specific healthcare provider(s) or description of classes of persons, e.g., all doctors, all healthcare providers] at [name of covered entity or entities] to use or disclose (release) your health information that identifies you for the research study described below:

[Provide a description of the research study, such as the title and purpose of the research.]

The health information that we may use or disclose (release) for this research includes the following:

[Provide a description of information to be used or disclosed for the research project. This may include, for example, all information in a medical record, results of physical examinations, medical history, and lab tests or certain health information indicating or relating to a particular condition.]

The health information listed above may be used by and/or disclosed (released) to:

[Name or class of persons involved in the research; i.e., researchers and their staff]

[Name of covered entity] is required by law to protect your health information. By signing this document, you authorize [name of covered entity] to use and/or disclose (release) your health information for this research.* Those persons who receive your health information may not be required by federal privacy laws (such as the Privacy Rule) to protect it and may share your information with others without your permission, if permitted by laws governing them.

Please note that [include the appropriate statement]:

- You do not have to sign this Authorization, but if you do not, you may not receive researchrelated treatment.**
 - * Where a covered entity conducts the research study, the Authorization must list ALL names or other identification, or ALL classes, of persons who will have access through the covered entity to the protected health information (PHI) for the research study (e.g., research collaborators, Sponsors, and others who will have access to data that includes PHI). Examples may include but are not limited to the following:
 - · Data coordinating centers that will receive and process PHI
 - Sponsors who want access to PHI or who will actually own the research data
 - Institutional Review Boards or Data Safety Monitoring Boards

If the research study is conducted by an entity other than the covered entity, the authorization need only list the name or other identification of the outside researcher (or class of researchers) and any other entity to whom the covered entity is expected to make the disclosure.

- ** Use this statement when the research involves treatment and is conducted by the covered entity or when the covered entity provides healthcare solely for the purpose of creating protected health information to disclose to a researcher.
- National Institutes of Health, "HIPAA Privacy Rule—Information for Researchers," January 23, 2004, http:// privacyruleandresearch.nih.gov/ (accessed September 15, 2005); University of California, San Francisco, Human Subjects Protection Program, "HIPAA and Human Research, 2003," http://www.research.ucsf.edu/ chr/HIPAA/chrHIPAA.asp (accessed January 25, 2004); and University of Iowa, "IRB Forms/Templates."

• [Name of covered entity] may not condition (withhold or refuse) treating you on whether you sign this Authorization.*

Please note that [include the appropriate statement]:

- You may change your mind and revoke (take back) this Authorization at any time, except to the
 extent that [name of covered entity] has already acted based on this Authorization. To revoke
 this Authorization, you must write to: [name of the covered entity and contact information).**
- You may change your mind and revoke (take back) this Authorization at any time. Even if you
 revoke this Authorization, [name or class of persons at the covered entity involved in the
 research] may still use or disclose health information they already have obtained about you
 as necessary to maintain the integrity or reliability of the current research. To revoke this
 Authorization, you must write to: [name of the covered entity and contact information].***

This Authorization does not have an expiration date [or as appropriate, state the expiration date or event, such as "end of the research study"].

SIGNATURE OF PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVE
PRINTED NAME OF PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVE
DATE
If applicable, a description of the personal representative's authority to sign for the participant:

Optional Elements:

The following statements are examples of optional elements in a consent declaration that may be relevant to the recipient of the protected health information:

- Your health information will be used or disclosed when required by law.
- Your health information may be shared with a public health authority that is authorized by law to
 collect or receive such information for the purpose of preventing or controlling disease, injury, or
 disability and conducting public health surveillance, investigations, or interventions.
- No publication or public presentation about the research described above will reveal your identity without another authorization being obtained from you;
- If all information that does or can identify you is removed from your health information, the remaining information will no longer be subject to this authorization and may be used or disclosed for other purposes.
- * Use this statement when the research does not involve research-related treatment by the covered entity or when the covered entity is not providing healthcare solely for the purpose of creating protected health information to disclose to a researcher.
- ** Use this statement when the research study is conducted by an entity other than the covered entity.
- *** Use this statement when the research study is conducted by the covered entity.

- To maintain the integrity of this research study, you generally will not have access to your personal health information related to this research until the study is complete. At the conclusion of the research and at your request, you generally will have access to your health information that [name of the covered entity] maintains in a designated record set, which means a set of data that includes medical information or billing records used in whole or in part by your doctors or other healthcare providers at [name of the covered entity] to make decisions about individuals. Access to your health information in a designated record set is described in the Notice of Privacy Practices provided to you by [name of covered entity]. If it is necessary for your care, your health information will be provided to you or your physician.*
- If you revoke this Authorization, you may no longer be allowed to participate in the research described in this Authorization.
- * Use this statement when the research for which the use or disclosure is made involves treatment and is conducted by a covered entity.

HIPAA Highlights for Researchers

The HIPAA regulations are complex and cumbersome. Here are the most relevant points for researchers.

"Minimum Necessary"

[45 CFR §§ 164.502(b), 164.514(d)]

General Requirement

The Privacy Rule generally requires covered entities to take reasonable steps to limit the use or disclosure of, and requests for protected health information (PHI) to the minimum necessary to accomplish the intended purpose. The minimum necessary provisions do not apply to the following:

 \ldots . Disclosures to or requests by a healthcare provider for treatment purposes.

Research (Guidance)

A covered entity may use or disclose PHI for research purposes pursuant to a waiver of authorization by an IRB or Privacy Board provided it has obtained documentation of all of the following:

- A statement that the alteration or waiver of authorization was approved by an IRB or Privacy Board . . .
- A statement that the IRB or Privacy Board has determined that the alteration or waiver of authorization, in whole or in part, satisfies the following major criteria:
 - The use or disclosure of PHI involves no more than minimal risk to the individuals:
 - There is an adequate plan to protect the identifiers from disclosure.
 - There is an adequate plan to destroy the identifiers as immediately as is practicable, given the nature of the research
 - There are written assurances that the PHI will not be disclosed to others.
 - The alteration or waiver will not adversely affect the privacy rights and the welfare of the individuals;
- The research could not practicably be conducted without the alteration or waiver;
- The research could not practicably be conducted without access to and use of the PHI;
- The privacy risks to individuals whose PHI is to be used or disclosed are reasonable in relation to the anticipated benefits,

if any, to the individuals, and the importance of the knowledge that may reasonably be expected to result from the research.³

The excerpted HIPAA sections below are from the NIH *HIPAA Privacy Rule—Information for Researchers*.

Background Information for Covered Entities and Researchers on Authorizations for Research Uses or Disclosures or Protected Health Information:

A Privacy Rule Authorization is an individual's signed permission to allow a covered entity to use or disclose the individual's protected health information (PHI) that is described in the Authorization for the purpose(s) and to the recipient(s) stated in the Authorization. In contrast, an informed consent document is an individual's agreement to participate in the research study and includes a description of the study, anticipated risks and/or benefits, and how the confidentiality of records will be protected, among other things. An Authorization can be combined with an informed consent document or other permission to participate in research. If a covered entity obtains or receives a valid Authorization for its use or disclosure of PHI for research, it may use or disclose the PHI for the research, but the use or disclosure must be consistent with the Authorization.

The Authorization must be written in plain language. A copy of the signed Authorization must be provided to the individual signing it if the covered entity itself is seeking the Authorization. The Privacy Rule does not specify who must draft the Authorization, so a researcher could draft one. The Privacy Rule specifies core elements and required statements that must be included in an Authorization. An Authorization is not valid unless it contains all of the required elements and statements. An Authorization form may also, but is not required to, include additional, optional elements so long as they are not inconsistent with the required elements and statements and are not otherwise contrary to the Authorization requirements of the Privacy Rule.

An Authorization, whether prepared by a covered entity or by a person requesting PHI from a covered entity, must include the following core elements and required statements:

Authorization Core Elements (see Privacy Rule, 45 C.F.R. §164.508(1))

- Description of PHI to be used or disclosed (identifying the information in a specific and meaningful manner).
- The name(s) or other specific identification of person(s) or class of persons authorized to make the requested use or disclosure.
- The name(s) or other specific identification of the person(s) or class of persons
 who may use the PHI or to whom the covered entity may make the requested
 disclosure.

^{3.} HIPAA Advisory, "Standards for Privacy of Individually Identifiable Health Information," Phoenix Health Systems, 2001, http://www.hipaadvisory.com/regs/finalprivacy/gconsent.htm, (accessed January 25, 2004).

- Description of each purpose of the requested use or disclosure. Researchers should note that this element must be research study specific, not for future unspecified research.
- Authorization expiration date or event that relates to the individual or to the purpose of the use or disclosure (the terms "end of the research study" or "none" may be used for research, including for the creation and maintenance of a research database or repository).
- Signature of the individual and date. If the Authorization is signed by an individual's personal representative, a description of the representative's authority to act for the individual.

Authorization Required Statements (see Privacy Rule, 45 C.F.R. § 164.508(2))

- The individual's right to revoke his/her Authorization in writing and either (1) the exceptions to the right to revoke and a description of how the individual may revoke his/her Authorization or (2) reference to the corresponding section(s) of the covered entity's Notice of Privacy Practices.
- Notice of the covered entity's ability or inability to condition treatment, payment, enrollment, or eligibility for benefits on the Authorization, including research related treatment, and, if applicable, consequences of refusing to sign the Authorization.
- The potential for the PHI to be re-disclosed by the recipient and no longer protected by the Privacy Rule. This statement does not require an analysis of risk for re-disclosure but may be a general statement that the Privacy Rule may no longer protect health information.

A research subject may revoke his/her Authorization at any time. However, a covered entity may continue to use and disclose PHI that was obtained before the individual revoked his or her Authorization to the extent that the entity has taken action in reliance on the Authorization. In cases where the research is conducted by the covered entity, this would permit the covered entity to continue using or disclosing the PHI as necessary to maintain the integrity of the research, as, for example, to account for a subject's withdrawal from the research study, to conduct investigations of scientific misconduct, or to report adverse events.

The next section of this document provides sample language and issues to consider in developing a research Authorization. The sample language addressing the required elements is listed first, followed by a set of optional elements that may be useful in specific research situations.

• If an Authorization permits disclosure of PHI to a person or organization that is not a covered entity (such as a Sponsor or funding source of the research), the Privacy Rule does not continue to protect the PHI disclosed to the noncovered entity. However, other applicable Federal and State laws as well as agreements between the disclosing covered entity and the PHI recipient may establish continuing protections for the disclosed information.⁴

^{4.} National Institutes of Health, "HIPAA Privacy Rule—Information for Researchers," January 23, 2004, http://privacyruleandresearch.nih.gov/ (accessed September 15, 2005); University of California, San Francisco, Human Subjects Protection Program, "HIPAA and Human Research, 2003," http://www.research.ucsf.edu/chr/HIPAA/chrHIPAA.asp (accessed January 25, 2004); and University of Iowa, "IRB Forms/Templates."

Indemnification Language

You are strongly advised to avoid any cross-indemnification clauses, which require you to indemnify the sponsor, and to consult with your attorney! Here are samples of wording that you might encounter in indemnity clauses of contracts and facilities letters.

Example 1

In consideration of Star Investigator's Facility (or site) conducting this Study of MysteryMed, the Sponsor, WonderDrug Pharmaceuticals, agrees to indemnify and hold harmless Star's site from and against all liability for damages that Star may sustain or incur for bodily injury or death to Study patients directly caused by the administration of the MysteryMed in accordance with the Protocol, or from injury related to procedures required by the protocol. WonderDrug will reimburse Star for all hospital and medical costs required for diagnosis and treatment of an adverse event.

WonderDrug further agrees to defend, indemnify, and hold harmless Star's site (including the hospital, investigators, Institutional Review Board, officers, agents, and employees) from and against direct loss, damage, cost, and expense of claims and suits seeking damage alleged to have been caused by or attributed to (1) Star or Star's staff in their testing and/or reporting the results of the testing and/or (2) WonderDrug's drug or device (provided by WonderDrug) identified in the Protocol, including the cost and expenses of handling said claims and defending said suits, provided, however, that:

- Star is shown to have adhered to and complied with all material and substantive specifications and directions set forth in the Protocol and recommendations furnished by the WonderDrug for the use and administration of such drug or device, and all applicable rules and regulations promulgated by the United States Food and Drug Administration or other regulatory agencies, except for 21 CFR 58 (GLP),
- 2) WonderDrug is promptly notified in writing of any such claim or suit,
- 3) Star agrees to fully cooperate in the handling of any such claim and in the event of suit, to attend hearings and trials and assist in securing and giving evidence and in obtaining the attendance of necessary and proper witnesses. This agreement by WonderDrug to indemnify and to hold harmless shall not cover loss, damage, or expense arising from negligence by Star.

Example 2

In consideration of Star's Facility (or site) conducting this Project, WonderDrug agrees that, should any subject suffer adverse effects from the administration of (the drug or device) in accordance with the Protocol, WonderDrug will reimburse the site for all hospital and medical costs required for diagnosis and treatment. WonderDrug further agrees to defend, indemnify, and hold harmless Star and Star's Institution and staff from and against direct loss, damage, cost, and expense

of claims and suits seeking damage alleged to have been caused by or attributed to Star in their testing and/or reporting the results of the drug or device provided by WonderDrug. This includes the cost and expenses of handling these claims and defending these suits, provided, however, that (1) Star is shown to have adhered to and complied with all material and substantive specifications and directions set forth in the Protocol and recommendations furnished by WonderDrug, as well as applicable rules and regulations of the Food and Drug Administration or other regulatory agencies, except for 21 CFR 58 (GLP), (2) WonderDrug is promptly notified in writing of any such claim or suit, and (3) Star agrees to fully cooperate in the handling of any such claim and, in the event of suit, to attend hearings and trials and assist in securing and giving evidence and in obtaining the attendance of necessary and proper witnesses. This agreement by WonderDrug to indemnify and to hold harmless shall not cover loss, damage, or expense arising from negligence by Star.

Informed Consent for IRB Membership

After all of this material, I thought we should add a light note. From the fine folks who presented the IRB Follies, we have their "Informed Consent for IRB Membership."

Informed Consent for IRB Membership

Title of committee

We invite you to serve as a member of the Committee for Research Involving Human Subjects because you were asked by your department chair and you didn't have the assertiveness to refuse, or because you unwittingly volunteered.

What you should know about committee work:

- We give you this consent so that you may read about the purpose, risks and benefits of this
 committee.
- Just like your regular job, this committee will be a lot of hard work. Unlike your regular job, you won't get paid a cent.
- We cannot promise that serving on this committee will benefit you. Just like your regular job, this committee can have side effects that can be serious or minor.
- You have the right to refuse to serve, or agree to serve now and change your mind later on, unless of course your department chair forces you to do otherwise.
- Although I would like to say "Whatever you decide, it will not affect your regular job," this is simply untrue.
- Please review this consent form carefully and ask any questions before you make a decision.
 Please note the staff of the Committee for Research Involving Human Subjects is under no obligation to provide answers. If answers are provided, they may not be correct.
- Your participation is voluntary, NOT.

1 - Why is this committee work being done?

In the beginning, physicians could do whatever they wanted to with regards to human research. However, a bunch of them screwed up and committed some blatantly unethical actions. So as usual, the government stepped in, wrote a bunch of regulations and created this bureaucracy. As part of this bureaucracy, each institution had to set up an Institutional Review Board or IRB. This committee is the IRB for the "Academia Medical Center."

2 - What is the purpose of this committee?

The purpose of this committee is to review and approve all research involving the staff or patients at Academia Medical Center. Our charge is to maintain the highest ethical standards of human research despite the whining of PIs and administrative lackeys.

3 - Who chairs this committee?

Dr. Cooper chairs this committee. We expect about 22 people from 14 departments will serve on this committee. Your expected time on this committee will be as long as you can stand it.

4 - What will happen to you if you serve on this committee?

If you agree to serve on this committee, you will have to attend one meeting a month that lasts about 1-2 hours. You will be given an agenda before the meeting of all the protocols to be reviewed. You will be randomly assigned 2-5 of these protocols as a primary reviewer. By random, we mean that the choice will be made by an independent third party, as if you were a contestant on *Wheel of Fortune* or as if the IRS were targeting you for a tax audit. You will need to closely review the protocols assigned for primary review and discuss any concerns with the PI before the meeting. Well, maybe "discuss" isn't quite the right word; let's say you will attempt communication.

Occasionally, you may be asked to participate in a subcommittee. We will give you a separate consent, if this occurs.

Oh, yes. About every 15-18 months you will be invited to an annual dinner.

A schedule of events is listed in the table below:

Month	Meeting
January	Х
February	Х
March	Х
April	Х
May	Х
June	Х
July	Х
August	Х
September	Х
October	Х
November	Х
December	Dinner*

^{*}Pending budget approval

It is acceptable for women of childbearing potential to participate on this committee. However, we recommend that you use effective birth control measures such as condoms and foam, diaphragms and foam, an intrauterine device, or birth control pills, unless of course you are trying to get pregnant. If you should get pregnant while on this committee, please contact your spouse immediately. Please don't call the chair, he doesn't want to know.

5 - What are the possible risks and discomforts?

There may be risks to serving on this committee. The risks include: Expected: Boredom, shock, anger, nausea, depression, withdrawal, and gluteal pain. Occasional: Talking at length and finding that nobody is listening. Rare: Loss of brain electrical activity.

Because of the constantly evolving nature of federal regulations and research ethics, you may experience a previously unknown risk or side effect.

6 - What are the possible benefits?

We cannot promise any benefits from your serving on this committee. However, possible benefits include free donuts, a yearly dinner and an occasional pat on your back from the committee chair. Serving on the committee may make a good entry on your CV. You will get to see a side of the faculty few people ever witness. You will also likely see 15 ways to misspell the word investigational and learn 27 methods of effective birth control.

7 - If you do not want to serve on this committee, are there other choices?

If you do not want to serve on the committee, you can go back to your previous job. See if I care. You can also serve on the Radiation Safety Committee, the Telecommunications Steering Committee, the Information Systems Advisory Committee, or a host of other committees. But take my word, none can compare to this committee.

8 - If you have any questions or problems, whom can you call?

If you have any questions about the committee now or later, or if you think you have had a committee-related injury, you should call Dr. Cooper at ______(phone number). If you cannot reach him or her, (we're not really sure about Dr. Cooper) or if you have questions about your rights as a committee member, you may call the Academia Medical College Office for Research at ______.

9 - What information will be kept private?

Nothing. Everyone will know that you are on this committee and you will just have to live with it.

10 - Can your serving on the committee end early?

You may withdraw from this committee at any time without penalty from the research office. Your department chair, well that's another issue. Dr. Cooper or the dean can withdraw you without your approval. Possible reasons for withdrawal include not showing up to meetings, not submitting your reviews, pontificating about the relationship between informed consent and Canadian fishing rights during review of a protocol, and assaulting a PI, unless of course that PI deserves to be assaulted.

We will provide you with any information that becomes available during your tenure on the committee that might affect your decision to continue to serve.

11 - What else do you need to know?

If you agree to serve, we will pay you zip.

If you experience an injury as a result of serving on the committee, Dr. Cooper knows Advanced Cardiac Life Support and will try to save your life. And think about it, what better place to have an injury than in a hospital? The attorneys want you to believe that Academia Medical Center has no policy regarding payment for injuries. But don't believe them. The Academia Medical Center has a policy for everything. The policy for compensation is called "The Incentive Plan." This policy says that they don't have to pay you if they don't want to.

We will give you a copy of this consent form. If you are one of those committee members who will look up references to make sure they have the correct journal volume numbers, we will give you a copy with incorrect page numbers and a missing signature page.

Signaturo	Date:
Name:	PRINT OR TYPE
Address:	
714416331	
(The subject or surrogate must date th	e consent form at the time they sign it.)
Consent form administered and explain	ned in person by:
Signature:	Date:
Name and title:	
Signature of witness:	_
(If required):	Date:5

^{5.} Jeff Cooper, "Informed Consent for IRB Membership" (presentation at the PRIM&R annual meeting), http://www.geocities.com (accessed March 27, 2002; site now discontinued).

Informed Consent Form Requirements Checklist

The informed consent form must contain the following elements. The language must be at the level of eighth grade or lower. (Writing at this level is no mean feat, given these requirements.)

	Informed Consent Form Requirements							
Introduc	ction							
	Name of the study institution							
	Title—specific to the study and the subject group, including the protocol number and followed by "Consent Form"							
	Principal Investigator's name, title, and contact information							
	24-hour emergency telephone number, when appropriate							
	"Researchers' Statement" heading, followed by a statement that the study involves research							
	Explanation of what a consent form is							
Purpose	and Benefits							
	"Purpose and Benefits" heading							
	Statement explaining the purpose of research							
	The mandatory use of word "study," "research," or "investigation" to describe the activity in the statement of purpose							
	Realistic statement of possible benefits, or lack of benefits, to the subject and, when appropriate, to others							
Procedu	res							
	"Procedures" heading							
	Description of study design (i.e., placebo-controlled, crossover, blinded, etc.)							
	Description of the procedures or treatments that are experimental. (Glossaries of common lay terms and alternative words for medical procedures are available on the Internet.) ⁶							
	Description in lay terms of the amount of blood or tissue that will be taken							
	Description of the time commitment expected and the time frame in which participation will occur							
	Examples of sensitive or personal study questions							
	Description of the intended use of medical or other personal records							

University of Michigan, "Tips on Preparing Understandable Informed Consent Documents," 2002, http://www.med.umich.edu/irbmed/InformationalDocuments/consent/investigator.html (accessed February 7, 2003).

Drug St	udies
	Statement that the drug is investigational
	Statement that "The U.S. Food and Drug Administration (FDA) allows this drug/device to be used only in research"
	Description of the drug dose and how it is administered
	Statement that "As with any drug, there may be unexpected side effects."
	Assuarance that information affecting subjects' willingness to participate will be provided
	Termination information regarding premature closing of the study, if appropriate
	Total number of subjects in the clinical trial
Risk, St	ress, and Discomfort
	"Risk, Stress, and Discomfort" heading
	Description of anticipated risks and discomforts, with a caveat that significant unknown risks may arise
	Description of how side effects will be handled and to whom to report
	Notice of any costs that might be incurred by the subject as a result of study participation
	Statement that the volunteer will be informed of significant new findings during the study that might affect his or her decision to continue participation
Benefits	;
	Description of what, if any, benefits might be reasonably expected from participation
Costs ar	nd Compensation
	Description of remuneration, costs, and prorated compensation for the subject
	Description of compensation (and limits) for treatment of side effects or injury—who will bear the financial responsibility for adverse effects
Other In	nformation
	"Other Information" heading
	Statement of alternatives to study participation, including no treatment
	Description of extent of confidentiality and anonymity
	Statement of who will have access to records with protected health information and for what purpose
	Statement of how long identifiable data will be retained
	Notice that the subject may refuse to answer questions
	Notice that the subject may withdraw or refuse to participate
	Statement that participation is voluntary, that no benefits will be lost should the subject choose not to participate, and that no penalty is imposed for early withdrawal from the study

	Notice that the volunteer may be dropped from the study without his or her consent if the investigator or the sponsor decides that termination is in the subject's medical interest, or if the study is terminated early
	Information about whom to call with questions about the study
	Information about whom to call if the subject experiences an adverse event
	Information about whom to call with questions about human subjects protection: "If you have questions about your rights as a subject, call the Institutional Review Board at"
	Researcher's printed name and date line
Subject	's Statement
	"Subject's Statement" heading
	Standard statement
	Statement that the patient has received a copy of the informed consent document
	Subject's signature, printed name, and date line
	If appropriate, parent, guardian, or legally authorized representative's signature, printed name, and date line
Footer	
	Version date and identifier for the informed consent form

Informed Consent Form Template

The following template for an informed consent form incorporates the required elements.

Project Title: [Title]	Informed Consent Form
Investigator(s): [Names]	
Purpose	
•	e purpose of this research study is [insert general description of the estigated, why, and what might be gained].
	cipate in this research study because you are or have e consent is a possible subject for your project, e.g., has pneumonia or
[Indicate the total number	of subjects expected to participate in the study.]
Study Procedures	

If you agree to participate, your involvement will last for [total length of time, length of time for each visit or contact, and how long between each contact].

The following procedures are involved in this study: [Describe, step by step, what is going to happen to the research subject if he or she decides to participate. Describe any procedures that are experimental. It may be helpful to use a chart or table showing which procedures and/or tests are performed at each visit, or the schedule of activities. For questionnaires, include a statement that the subject is free to skip any questions that he or she would prefer not to answer.]

(If a placebo might be used):

You will receive all the current standard care for your illness. Additionally, you will receive either the active study medication or a placebo (an inactive substance). This should help doctors develop a new treatment.

Risks

The possible risks associated with participating in this research project are as follows. [Describe all the foreseeable risks. If there are no known risks, state that there are no foreseeable risks to participating.]

Unforeseeable risks

In addition to the side effects (risks) described above, currently unknown side effects may arise from the study treatments or procedures being used in this research project.

Women of Childbearing Potential

If you are a woman of childbearing potential, you will be asked to undergo a pregnancy test before beginning this study. You must use effective birth control methods. [Note: Some sponsors will specify exactly what forms of contraceptive are acceptable. Many require barrier methods, as they are concerned about interactions between the study medication and oral contraceptives.] You must try not to become pregnant while participating in this study and for [amount of time] afterwards.

The treatment being studied may have long-term effects that could increase the risk of harm to an unborn child. If you believe or know you have become pregnant during the course of this research study, please notify the study investigator as soon as possible.

Benefits

There [may be/will be] no personal benefit for participating in this study. However it is hoped that, in the future, society will benefit from this study by [describe the possible benefits to society. Note that compensation is not a benefit and should be addressed in a separate section].

Alternatives

Before deciding whether to participate in this study, you will have discussed with your doctor the other treatment or care options that are available to you. Alternatives to participating in this study are as follows: [List the alternative treatments or procedures.]

Costs and Compensation

You [will/will not] incur costs for participating in this research project. [Describe any monetary costs to the subject. If the subject receives routine tests or procedures for his or her clinical care, provide specific information about which tests and procedures will be covered by the study participation and which are expected to be covered by the patient's insurance. Consider adding a statement that the patient or his or her insurance company is responsible for nonstudy-related activities or routine care. Also suggest that the subject check with his or her insurance carrier prior to deciding whether to participate in the study.]
You [will/will not] be compensated for participating in this research project. [Clearly describe the compensation—total amount, amount per visit, any prorating, plus any nonmonetary compensation.]

Confidentiality

Records of your participation in this research project will be kept confidential to the extent permitted by law. However, federal government regulatory agencies (the U.S. Food and Drug Administration) and the Institutional Review Board (a committee that reviews and approves research studies) may inspect and copy records pertaining to this research. It is possible that these records could contain information that personally identifies you. A copy will also be placed in your medical record. [Describe other methods that will be used to ensure confidentiality, e.g., coded identifying numbers, secure storage areas, etc.] No identifying information will be disclosed if any information or results from this study are published. Results will be reported in such a way that you cannot be identified.

[See the "HIPAA Consent Template" for additional language now required.]

Research-Related Injury

In the event of research-related injury, medical treatment is available at [Provide contact information]. Should a research-related injury occur, the cost of treatment [either] must be paid for by you and/or your medical or hospital insurance carrier. [or] will be paid for by the Sponsor, [name of Sponsor].

[If limitations apply, explain what will be covered. Sponsors are adamant about wording this section themselves, with no substitutions typically allowed. Be certain to obtain and insert specific language from the sponsor.]

Voluntary Participation

Your participation in this research study is voluntary. You may choose not to take part at all. If you agree to participate in this study, you may stop participating at any time. If you decide not to take part, or if you stop participating at any time, your decision will not result in any penalty or loss of benefits to which you may otherwise be entitled.

Your participation in the study may also be ended without your consent by the investigator or the sponsor if that appears to be in your medical interest or if the study is ended early by the Sponsor. **New Information** If we obtain new information during the course of this study that might affect your willingness to continue to participate, you will be promptly informed. If you have any questions about this research project, please contact: [Provide contact information.] If you have questions about your rights as a research subject or about a research-related injury, please contact the Institutional Review Board [or Human Subjects Office, at some institutions]. You will receive a copy of this informed consent form. Volunteer's Statement My signature indicates that the risks and benefits of this research study have been explained to me, that my questions have been answered, and that I agree to take part in this study. SUBJECT'S NAME (PRINTED) DATE SIGNATURE OF SUBJECT SIGNATURE OF PARENT, GUARDIAN, OR DATE LEGALLY AUTHORIZED REPRESENTATIVE Investigator's Statement [optional] I have discussed the above points with the subject or legally authorized representative. I believe that the subject or representative understands the risks, benefits, and procedures involved with participation in this research study. SIGNATURE OF INVESTIGATOR DATE SIGNATURE OF PERSON OBTAINING CONSENT, TITLE DATE SIGNATURE OF WITNESS DATE

IRB Communications Checklist

The following items should always be present on the documents you submit to your institutional review board.

	IRB Communications Checklist
All Repo	orts
	Date of letter
	Address to the IRB Chairperson
	Protocol number and name
	Nature of request:
	Request for review at next meeting
	Request for expedited review
	Request for acknowledgment and/or approval
	• Specific time period of request (e.g., renew protocol for one year)
	Action taken (if any)
	Signature of the PI or designated site personnel
Report-	Specific Requirements
	In a report of an SAE at your site, always include
	Patient number and initials
	Description of the adverse event
	• Action taken (e.g., intervention, unblinding, change of dosing schedule)
	Patient outcome
	If your report to the IRB is in response to a sponsor IND safety report
	 Specify whether or not the safety event reported refers to the same protocol being conducted at your own site*
	Specify the date of the report
	Specify the report number
	• Indicate whether the report is a follow-up or initial report
	Indicate action taken by the sponsor

^{*} A safety report from a sponsor might refer to the investigational drug being studied for a different indication or on a different protocol.

IRB Communications Log

This type of worksheet will help as a tickler file to remind you of what important items are outstanding and what actions are still necessary in playing the regulatory circle game.

IRB Communications Log

Date of report	Type of report	Sponsor and protocol number	Date of submission to IRB	Acknowledgment from IRB	Action needed?	Initial and date
4/1/04	IND safety	WD pneumo 04-001	4/2/04	5/1/04	No	AC 5/2
4/10/04	SAE	BugsR-Us 03-5	4/10/04	4/12/04	Revise consent	AC 4/13
5/1/04	Amendment	WD Pneumo 04-001	5/5/05	6/1/05	Yes— approved	AC 6/4

IRB Submission Checklist

To expedite your submissions to the IRB and make sure that nothing is missing that is required for approval, you might want to follow this checklist.

IRB Submission Checklist
Prior to IRB Approval of the Study
Design the IRB submission packet. Be sure to include
Compose a letter outlining the contents of IRB submission packet and requesting approval
Note: The IRB submission must be made a minimum of 10 days prior to the requested IRB approval meeting in order for all documents to be duplicated for the board members.
Prepare the investigator's packet. Include the same contents as those submitted to the IRB □
After IRB Approval and Miscellaneous Correspondence
IND Correspondence: All correspondence must contain the study name and protocol number □
IND Safety Reports: These reports must indicate the date of submission to the IRB, the review date, and whether any action is required
Record or log of the date sent to the IRB: Letter obtained from the IRB acknowledging receipt and indicating whether any action is required

Orientation for New Employees Worksheet

Having documentation of your employees' training will be helpful when negotiating for new studies or when questions arise during monitoring visits. The following elements should be included.

Orientation for New	w Employees Works	sheet
Employee's name	Position	Date
Reviewed by	_	
☐ Obtain current licenses (if applicable).		
□ Obtain current CV.		
Obtain records of vaccinations. If the employmust offer this to the new employee.	yee has not had a hepa	titis vaccination, the site
Review OSHA procedures and log of events. I indicating if an OSHA reportable event (emp occurred or not.		
 Review Good Clinical Practices, especially Informed consent Regulatory requirements 	Adverse events re	porting
 Review HIPAA policies: Screening policies The site's HIPAA consent statements (maform) 	• Release process ay be separate from the	study's informed consent
 Provide staff member with ethics policies an Review Belmont Principles Review Declaration of Helsinki Principles 		owledgment form.
 Review regulatory binder: Subinvestigators Current protocol and amendments Chart of study activities 	Site's Delegation of Current patient in	
 Tour study facilities: Patient exam areas Nursing units Miscellaneous testing areas (i.e. radiology 	 Lab and phlebotor gy, cardiology, microbio 	
Review study procedures:	Coordinator's respShipping	onsibilities

Patent and Inventions Clause

Patent and inventions clauses in contracts apply to new discoveries that you might make during the course of the trial. Quibbling about them is not generally necessary, especially if most of the trials you participate in have brief treatment periods. But you might want to try to negotiate for some rights, particularly if you are working on a trial on which subjects will be treated for months or years. Here's one example of such wording.

- A. "New Invention or Discovery" shall mean any invention or discovery conceived and reduced to practice during and as a part of the Study performed pursuant to this Agreement by Principal Investigator, Institution's faculty, staff, employees, or students or jointly by such an individual or individuals with one or more employees of Sponsor. Here and throughout this Agreement, the terms "conceived" and "reduced to practice" shall be given the meaning of those terms as they appear in 35 USC Section 102(g). New Inventions or Discoveries made solely by Principal Investigator, Institution's faculty, staff, employees, or students shall be the sole property of the Institution or its designated agent, in accordance with the Institution's patent policy ("Institution Property Rights"). New Inventions or Discoveries made jointly by Principal Investigator, Institution's faculty, staff, employees, or students with one or more employees of Sponsor shall be owned jointly by the Institution and Sponsor ("Joint Property Rights"). New Inventions or Discoveries made solely by Sponsor shall be the sole property of Sponsor ("Sponsor Property Rights").
- B. The right of publication by the Investigator and the Institution shall not be affected by license to any New Invention or Discovery.

Patient Instructions

Providing study volunteers with the following kind of information greatly helps improve their compliance—and, therefore, their evaluability. These instructions are especially handy for long-term studies, such as for hypertension, diabetes, or arthritis. Be sure to provide each volunteer with this instruction sheet at the initial screening or enrollment visit, and review it with the volunteer to be sure he or she understands his or her obligations and benefits.

	Patient In	structions			
Protocol:	Patient:				
Site phone:	Coordinator:	Call the coordinator with any ques			
Appointments for This Proto	ocol			Stimated length	
Visit 1, Enrollment (You will receive a detailed		at ng, and instr		2 hours <i>l visit.)</i>	
Visit 2, Day	Date:	at	A.M./P.M.	⅓ hour	
Visit 3, Day	Date:	at	A.M./P.M.	½ hour	
Visit 4, Ending medicine	Date:	at	A.M./P.M.	1 hour	
Visit 5, Short-term follow up	Date:	at	A.M./P.M.	⅓ hour	
Visit 6, Long-term follow up (You (do/do not) need to b		at for your lab		1 hour	
Take your medication at the princluding empty containers—taking your study medications Other Medications Continue taking your other cubeginning any new medication with you to each visit.	to each visit. Avoid to Elist food and/or me Urrently prescribed me	he following edications to dications. Pla	foods and/or medicabe avoided.] ease call us at [phor	ations while ne number] before	
Lab Tests and X-rays The study will pay for all visit and x-rays that are ordered by your insurer.					
Reimbursement You will receive \$25 at each f	follow-up visit for you	r time and tr	avel expenses, to a	maximum of	
Wallet Card If you require any medical car the other medical personnel t	•	y while partio	cipating on this stud	dy, please show	

Patient Outcome Log

Using this worksheet helps when it comes time to making a final study report to the sponsor and the IRB. It will also be useful in evaluating and negotiating future studies.

Patient Outcome Log

Patient initials	Patient number	Enrollment date, if applicable	Diagnosis	Positive cultures (list site and organism)	Clinical out- come: cure, improved, failure, not evaluable	Microbiological outcome: cure, improved, failure, not evaluable	Adverse events	Comments

Patient Problem List

Patient problem lists and concomitant medication lists are helpful when assessing new problems and attributing causality. For example, if a patient develops new diarrhea, it is relevant to be reminded of his or her history of Crohn's disease. If patient has no such underlying problem, it is more likely that diarrhea is perhaps related to the investigational medicine. Similarly, a problem list should match a list of medications—for every medicine, the patient should have a corresponding problem noted.

Name: Patient No.:								
Medical problem	Onset date	Severity	Date	Change	End date	Change		
Diabetes, Type 2	2/1/2000	1						
Diabetic retinopathy	4/1/2003	1						
Hypertention	1/16/2001	3						
Cellulitis	4/26/2004	1						
Diarrhea—from antibiotics	4/30/04	1		See Adverse Event form				
Past surgeries								
Appendectomy	1960							
Cholecystectomy	1975							

Patient Wallet Card

This simple card will be of great help if your volunteer has to see another healthcare worker or has an emergency. It will provide other medical personnel with information that will help in volunteer's care, and it will help prevent the other healthcare worker from changing or stopping the study medication unnecessarily.

WARNING!									
Patient name									
is participating in a drug study for_									
Study name	_ Protocol #								
Study drug name									
The following medications should be	e avoided while on this study:								
Please do not prescribe	* without calling								
Dr at	Also call this								
doctor in case of a serious medical	doctor in case of a serious medical problem or questions.								
Thank you f	for your help.								

^{*}For example, antibiotics

Pregnancy and Contraceptive Clauses

This is an example of a standard pregnancy warning clause that was rejected by an IRB as being inconsistent with the Ethical and Religious Directives of the Catholic Church (ERDs). Alternative "acceptable" language follows.

Rejected Standard Pregnancy Warning Clause

The effect of MysteryMed on sperm, ova, infants, and unborn children has not yet been determined and may be harmful. You may not participate in this study if you are pregnant or breast-feeding.

If you are a woman who can become pregnant, you must avoid becoming pregnant while receiving study treatment and for at least one month after treatment is stopped. During that period you must use a barrier method of contraception (birth control), such as condoms or diaphragm together with spermicidal foam or gel. If you are a man, you must use these methods to avoid getting your partner pregnant.

If you become pregnant while receiving study treatment, you will be withdrawn from the study and provided alternative treatment for your infection. Your study doctor will determine what follow-up visits are necessary during your pregnancy.

For Catholic healthcare systems, consent language that mandates contraceptive use is prohibited as it is felt to be immoral and contrary to Catholic teaching. For example, St. Vincent's Health states in its guidelines for protocol submission,

It is not acceptable to counsel a woman or her partner to use a contraceptive for the express intention of making intercourse infertile. St. Vincent's Health, therefore, does not accept any statements in the application (e.g., participant information sheet, scientific description, etc.) to the effect that participants must practice methods of contraception or avoiding pregnancy.

[DO NOT INCLUDE THE ABOVE PARAGRAPH IN THE Participant Information and Consent Form . . .]

Only if needed, the following wording may be added to the above pregnancy clause:

Sexually active women who are potentially fertile will be excluded unless they are using a medically reliable method of preventing conception.

(Examples of medically reliable methods of preventing conception are not to be included). 7

St. Vincent's Health, "Participant Information and Guidelines for Research at St. Vincent's Health," 2005, http://www.svhm.org.au/Department_Index/RnG/documents%5CHREC%5CPICF%20Guidelines.pdf (accessed September 6, 2005).

Acceptable Pregnancy Warning

Acceptable Pregnancy Warning wording for Catholic systems notes that language in these samples of clauses acceptable to the religious system for inclusion in their approved informed consent forms must not specify the particular means that should be used to avoid becoming pregnant. Some Catholic institutions will allow phrasing to direct the woman to consult with her physician—but the physician in a Catholic system is not supposed to prescribe contraceptives.

The critical element in religiously acceptable wording is that, by remaining silent on specifics, it allows the IRB to avoid "formal cooperation" with the immoral act of prescribing contraceptives. For example, the following clauses would be considered acceptable by the IRB, though not necessarily by the sponsor because of their vagueness:

- While taking the investigational medicine, it is important that you not become pregnant. This medication may seriously harm your unborn baby.
- You must agree that you will take the appropriate precautions not to become pregnant (or father a child) while enrolled in the study.
- I understand I must use a birth regulation method or abstain from sexual relations throughout the study and for [number of] days after completing the study. (If a man, I understand I should not father a child while on the study.) I understand that only abstinence is 100 percent effective in preventing pregnancy.⁸

Note that none of the "acceptable" clauses indicate that barrier precautions are the safest alternative to abstinence. Each also promotes a "don't ask, don't tell" relationship between the subject, physician, and institution. This vagueness also presents problems with documentation. Some sponsors require a note from the investigator in the subject's chart documenting the detailed discussion of contraceptive counseling with the subject. Unfortunately, privileges to practice at Catholic healthcare settings require an agreement to abide by the ERDs. Documenting this counseling would thus also document a violation of the privileges agreement.

^{8.} Eastern Virginia Medical School, Office of Research, 2003 Standard Operating Procedures of the Institutional Review Boards, www.evms.edu/research/protections/office/docs/sop.pdf (accessed September 5, 2005).

Preparing for an FDA Audit Checklist

Having the following documents securely in place will help you successfully complete an audit. These items must remain conveniently accessible to you for at least 2 years after the study drug has been approved by the FDA or for an equal period after the IND has been discontinued.

In order to avoid confusion and to facilitate reference, we recommend the listed materials be maintained in one filing cabinet or storage box for each study.

Sponsor:		Investigator:
Drug:		Protocol:
Prestudy Check		
A current copy of the prot	cocol includ	ing any amendments
Signed and completed For	m FDA 157	2 (Statement of Investigator)
IRB approval letter		
Current curriculum vitae f	or the inves	stigator and any coinvestigator(s) \Box
Copy of Investigator's Bro	chure	
Poststudy Check		
Copy of complete informe	d consent f	orm for each patient
Copies of all case report f	orms (CRFs)	
Copies of all lab results .		
All drug shipment invoice	S	
Complete investigational	drug dispen	sing record
Copy of the form documer at the close or terminatio		turn of clinical supplies idy
Prestudy checklist complete:	DATE	SIGNATURE (CRC)
Poststudy checklist complete:		
	DATE	SIGNATURE (CRC)

Prestudy Activities Worksheet

Keeping track of all the details of study implementation, and knowing what is unfinished, can be difficult, especially if you are juggling multiple trials. This type of worksheet can help.

Prestudy Activities Worksheet

Investigator's Checklist

	Date received/ completed	Date submitted (if applicable)	Date approved (if applicable)
Confidentiality agreement			
Budget agreement			
Contract*			
Indemnification letter*			
Facilities letter*			
Informed consent form template			
Reviewed and modified for site			
Resubmitted to sponsor for approval			
Current Investigator's Brochure reviewed			

Coordinator's Checklist

	Date received/ completed	Date submitted (if applicable)	Date approved (if applicable)
Form FDA 1572 completed			
Current CVs of all personnel listed on Form FDA 1572			
IRB membership list			
Lab certification (by inspecting agency)			
Lab normals (range of normal values for each test)			
Current complete protocol with amendments			
Signed protocol page tracked			
Site qualification visit planned			

^{*}Consider legal review for these documents.

ite visit attendees scheduled			
nvestigator's meeting scheduled			
RF sample			
RB Submissions and Correspondence			
	Date received/ completed	Date submitted (if applicable)	Date approved (if applicable)
Protocol to IRB			
IRB approval letter for protocol			
Informed consent form to IRB			
IRB approval of informed consent form			
Advertisement to IRB			
IRB approval of advertisement			
Date:			

Regulatory Binder Contents Checklist

If the sponsor doesn't provide you with a regulatory binder, you should put one together and include the following documents. This binder will be convenient for reference and for monitoring visits and audits. Please note that you should not put any contractual or financial information in the regulatory binder.

	Regulatory Binder Contents Checklist
st	tudy Contents
	Sponsor contact information
	Signed protocol and amendments
	Investigator Brochure (product information) \ldots
	IRB correspondence (approvals and renewals) for the following items. You must have specific written approval for the
	Protocol
	Amendments
	Informed consent
	Advertisements
	Payments to patients for participation
	Patient informed consent form: copies of all approved versions \dots
	Confidentiality agreement letter
	Form FDA 1572
	List of investigators' names
	CVs for study personnel
	Delegation of responsibility and site personnel signature log \Box
	Prestudy checklist form
	Laboratory certification
	Laboratory test normal ranges
	Procedures manual for study and laboratory
ď	y Contents
	Monitoring log
	Monitoring visit summary□
	Patient participation log
	Clinical (drug) supplies accountability

Emergency unblinding log	🗆
Serious adverse events and related correspondence	🗆
IND safety reports and IRB acknowledgment letter	🗆
Sponsor correspondence	🗆
Telephone log	🗆
Equipment calibration records	🗆
Special forms	🗆
Shipping procedures	🗆
Audit certificate(s)	🗆
Investigator's meeting binder	🗆
Blank Case Report Forms (CRFs)	□
End of Study Contents	
Documentation of return of drugs to sponsor (with receipt) or drug disposal	□
Final report to the IRB	🗆

Research Experience Summary

This example is a summary of my experience with trials for various indications. Such a record is particularly useful for highlighting enrollment that exceeded the sponsor's goal and displaying high completion rates for patients. This will be invaluable in negotiating for future studies.

You should similarly keep track of your outcomes. The screen:enroll ratio will also help you anticipate your expenses in the future for similar trials.

			Indication			Skin and soft tissue	
	Sepsis		Bacteremia	Bacteremia Pneumo			ctions
Study name	PE	KM	UL	AG	BQ	UL	PT
Enrollment goal	1–2/mo	0.5/mo	1/mo	NA	8–12	2/mo	10
Enrollment rate (actual)	2/mo	3.3/mo	2/mo	NA	9	3/mo	30
Pts. screened	102	111	53	>275	61	137	66
Screen: enroll ratio	4:1	2.1	1.8	6.4	6.8	3.1	2.2
Pts. enrolled	25	40	28	43	9	44	30
Pts. completed	24	40	24	40	9	38	26
Drug type	monoclonal antibody	monoclonal antibody	new class	growth	quino- lone	new class	quinolone
Route of administration	IV	IV	IV to PO	5Q	IV to PO	IV to PO	IV to PO
Setting	ICU	ICU	Inpatient to outpatient	Inpatient	Inpa- tient to outpa- tient	Inpatient to outpa- tient	Inpatient to outpa- tient
Rx duration in days	28	28	21 + 49-day f/u	10 + 29-day f/u	14 + 42-day f/u	30	
Placebo control	yes	yes	no	yes	по	по	по
Notes	in top 10 of enroll- ment	in top 10 of enroll- ment	highest enroller	second highest enroller		highest enroller	

This table illustrates several points. For my site, pneumonia studies will be harder to do and be more expensive to conduct because we have to screen more patients to find one that is enrollable. In fact, on a current study with very restrictive criteria, we had to screen about 127 patients to enroll our first.

For the sponsor, the table shows that I have successfully completed trials for a variety of indications, some of them quite complex. The enrollment goals, as agreed to in contracts, were exceeded by a large margin in a number of trials. The percentage of completed, or evaluable, patients was also quite high. All of this would suggest to a sponsor that this is an experienced, reliable site.

Schedule of Activities Worksheet

This worksheet provides an example of the timing and types of activities required for an uncomplicated phase 3 antibiotic trial. Earlier phase trials or those for difficult-to-treat illnesses, such as sepsis or severe diabetes, can be quite complicated.

WonderDrug Wound Study Activities Note: All cultures must be obtained before the patient receives study medication.

	To do within 24 hours of admission	During Rx Days 3-5	End of IV drug <24 hours after IV and before PO	7–14 days after study drug ends
Date and time labs are due				
Record date and time completed				
СВС	X	X	X	Х
CMP	X	Х	Х	Х
B-Hcg (if premenopausal female)	X			
Blood cultures x 2 q 30 min	Х	if indicated	if indicated	if indicated
Wound culture* (aerobic and anaerobic)	X	if obtainable	if obtainable	if obtainable

* The baseline wound culture will be obtained by Dr. Star or s	surgeon prior to administration of antibiotic.
Patient identification (Addressograph) imprint here	Coordinator contact information here

Screening and Enrollment Log

Keeping this log will help you evaluate the responses you receive to different recruiting methods as well as help you better understand what your patient population is like. This log will help enormously in evaluating future protocols and with the budgeting and negotiation process. The FDA requires this type of log to demonstrate that you showed no bias in enrollment.

Screening and Enrollment Log

Screening date	Age and sex	Enrolled Yes/No	How patient became aware of study* Which ad site?	Incl. criteria not met	Exclusion criteria code**	Screening number	Enrollment number

- *Publicity source codes:
- a) TV ad
- b) Newspaper
- c) Referral
- d) Word of mouth
- **Exclusion criteria codes:
 - i. Liver abnormality
 - ii. Renal insufficiency
 - iii. Concomitant meds
 - iv. Allergy
 - v. No code
 - vi. Informed consent not obtainable
 - vii. Consent declined

Serious Adverse Event Report

It is critical that the following information be completed quickly and accurately whenever an SAE occurs. If the finding is new and unexpected, the FDA might require a rapid alert to other investigators around the world. While that may be exciting, it is a lot of work for all concerned.

Study title:	Protocol number:	
Patient initials:	Subject number:	
Nature of Event For example, myocardial infarc	tion	
Description of Event		
□ Death	☐ Life-threatening	
☐ Resulted in or pro	olonged hospitalization 🏻 Disabling	
☐ Birth defect		
Was the event unexpected? ("Unexpected" means that in the Investigator's Brochu	the event was not previously described	
("Unexpected" means that in the Investigator's Brochu Brief Narrative	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative Describe the onset, treatme	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative Describe the onset, treatme	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative Describe the onset, treatme	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative Describe the onset, treatme	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	
("Unexpected" means that in the Investigator's Brochu Brief Narrative Describe the onset, treatme	the event was not previously described re, protocol, or consent.) ent, and clinical course of the SAE so far.	

Drug na	me	Daily dosage	Start dat	e Stop date	Indicati for us		
	rd the res			normal and/or tach the results		ults of all laboratory and	
Date	Test			Result		Comment	
				how likely do y	ou believe th	at this adverse event was	
related to t	he study efinitely ossibly re	drug or dev	vice? be)	☐ Proba	bly related (I bly not relate	ikely)	
In your oping related to to the Driver Drive	he study efinitely ossibly re efinitely	drug or dev related lated (may not related	vice? be)	☐ Proba ☐ Proba	bly related (I bly not relate	ikely)	
In your oping related to to the property of th	he study efinitely ossibly re efinitely Addition	drug or dev related lated (may not related al Informa	vice? be) tion	□ Proba □ Proba □ Can't	bly related (l bly not relate judge	ikely) ed (unlikely)	
In your oping related to	he study efinitely ossibly re efinitely Additional ponsible	drug or dev related lated (may not related al Informa or reportin	vice? be) tion g physiciar	☐ Proba ☐ Proba	bly related (l bly not relate judge	ikely) ed (unlikely)	

Signs and Symptoms Worksheet

This is the type of worksheet you might design to record symptoms for a pneumonia study. You can substitute whatever symptoms or findings for which you want to capture information. Some sponsors allow you to use this as a source document. Be sure to ask what your sponsor's policies are.

Please code the following symptoms by assigning the corresponding number designating intensity: $0 = \text{none}$ $1 = \text{mild}$ $2 = \text{moderate}$ $3 = \text{severe}$ $ = \text{not done}$								
Study visit*	Base- line	Day 1	Day 3	Day 7	Day 14	End of Rx	LTFU	Unscheduled
Date								
Fever								
Chills								
Cough								
Chest pain								
Rales								
Dyspnea								
Sputum								

Site Qualification Survey

This is an example of a site qualification survey for a study of a new medicine to treat staph bacteremia, or blood stream infections. Similar questions might be asked for any indication. The basic questions focus on what your experience level is, whether you see enough subjects of the target population to make it worth having the study placed at your site, and whether you have the infrastructure to support the study. IRB turnaround time is also critical in whether a study will be placed at your site.

Site Qualification Survey							
Date: Sponsor's contact: Site's staff:							
Name of PI: Star Researcher							
Name of institution: Star Hospital							
Name of subinvestigator(s): Rising Star							
How many patients are seen monthly with Uncomplicated Staph aureus bacteremia? Any Staph aureus bacteremia? Complicated Staph aureus bacteremia (endocarditis, pacemaker infection, etc.)? How many or what percentage of these patients have MRSA?							
Is your site conducting competing protocols?							
How quickly is the PI alerted to a positive blood culture after preliminary identification? ☐ 6 hours? ☐ 12 hours? ☐ 24 hours? ☐ 48 hours?							
How regularly does the microbiology lab call positive culture results to the nursing unit?							
How regularly do the RNs call positive results to the physician?							
How soon after the culture are results available? ☐ immediately? ☐ 8 hours? ☐ not until final culture results?							
How are these types of patients usually treated? (Please provide a description for each of the following areas.)							
What are the routine diagnostic methods?							
Who obtains specimens or performs the tests?							
Are culture results available within 24 hours?							
How long before susceptibility results are available?							
☐ 6 hours? ☐ 12 hours? ☐ 24 hours? ☐ 48 hours? ☐ 72 hours?							

• Can special sensitivities be done					
 Lan special sensitivities be done 	2 14/1				
- A the fellowing a channeling					
• Are the following echocardiogra	ims routii	nely performed	1:		
☐ TTE (transthoracic echo)					
☐ TEE (transesophageal echo)					
□ neither done routinely					
What is the usual antimicrobial					
Usual duration of systemic th		☐ 1 wk?	□ 2 wks?		□other:
Usual duration of hospitaliza			☐ 2 wks?		□other:
Do you have a home-care infusion					
Will the agency administer inve					
 What is your usual follow-up ro 	utine? W	hat procedure	s does this rout	ine include?	
Who at the site will screen patients	for enrol	lment to this	study?		
How do you identify potential subjection logs? To					

requirements (10	
•	capability to obtain PK samples (drug levels) according to the protocol minutes before drug infusion and every 10 minutes after infusion x 3, ars x 24 hours?)
• Who will ob	tain samples? ☐ Coordinator? ☐ RN? ☐ Lab?
• Do you have	e the processing, storage, and shipment capabilities required by the protoco
Do you have	e access to a refrigerated centrifuge?
Do you have ade	quate storage for PK samples?
• Access to a	freezer capable of storing at -60° to -80°C?
• Access to d	y ice?
What are your st	udy follow-up procedures?
	patients be seen for follow-up visits?
• Who will pe	rform clinical evaluations and study-related procedures?
□ PI?	☐ Coordinator?
Does the site me	et the protocol pharmacy requirements?
Space avail	able to store drug?
• Pharmacy e	xperience using Interactive Voice Response System (IVRS)?
	e a central IRB? If not, how frequently does the local IRB meet? ociated IRB fees?

Site Qualification Visit Agenda

When a monitor first comes to visit your site (to help determine whether your site will be chosen by the sponsor), you will find it helpful to anticipate what the monitor will want to know. Outlined below are the items he or she will want to review or inspect.

Be prepared to also ask about administrative details, which might influence your decision regarding participation. Using this handy guide, you'll be ready to gather the information you need.

Site Qualification Visit Agenda					
Protocol number:	Date:				
Medical monitor's name:					
CRA (visiting monitor):	Telephone number:				
Anticipated date of study initiation:					
Anticipated date of enrollment closing:					

The CRA will want to

- Review the protocol and design of the study
- Evaluate your patient population:
 - Discuss referrals
 - Review recruitment strategies
- Confirm availability of investigator and support staff
- · Assess training needs of site
- Review investigator's obligations and Form FDA 1572
- Review source document requirements
- Tour facilities and inspect the following:
 - Exam rooms and patient care, reception, and recruitment areas
 - Pharmacy: check drug storage area, confirm temperature, and review temperature log requirements
 - Lab and Microbiology: review quality control logs, confirm calibration and maintenance documentation for centrifuge, confirm presence of -70° and -20°C freezers, and review temperature log
 - Medical records department: review policies regarding electronic and sponsor review of records
 - Monitoring Area: verify adequate space and access to phone line
- Conclude: answer questions

From the Site's Perspective

Following are questions you should ask to help you determine if the logistics of implementing the protocol are likely to be too cumbersome for your site.

	sits?
Special needs o	f monitor for each visit?
Fax?	
Internet access	?
Other?	
What percentage	e of charts are audited?
Must the CRA se	ee the Principal Investigator at every visit?
Source Documen	ts
What source do	cuments need to be available at each visit?
☐ X-rays?	☐ EKGs? ☐ Labs?
Will the monito	r want to retrieve copies of any x-rays, EKGs, or other records?
Do lab reports r	need to be signed by the PI?
nventory	
•	to wait for a monitor visit before inventorying arriving drugs?
How often will	the CRA take inventory?
☐ Start of st	tudy? □ Every visit? □ End of study only?
Return of remai	ning drugs?
Neculii di Tellial	
Sendouts	turnaround time? How quickly will we receive lab reports?
Sendouts	
What is the lab	ed automatically on all abnormal test results?
What is the lab Will we be calle	

Are shipping materials suppli	ied?
Under what circumstances wi	ll the sponsor cover the cost of duplicate or local lab tests?
What arrangements will be in	n place for pickups, especially on weekends and holidays?
RFs	
Who is required to sign the (CRFs? May subinvestigators sign the CRFs for the PI?
How are CRFs submitted?	
☐ Electronic submission?	☐ Picked up by CRA? ☐ Other?
How often are CRFs to be su	bmitted?
Does the monitor have any o	other instructions about the CRFs?
 olunteer Diaries	
May volunteers have help in o	completing the diaries? Is our site staff permitted to make correct with the volunteer?
May volunteers have help in con a diary while reviewing it Will the monitor retrieve the	·
May volunteers have help in con a diary while reviewing it Will the monitor retrieve the	with the volunteer?ne original diaries or copies? Does the monitor have any spe
May volunteers have help in coon a diary while reviewing it Will the monitor retrieve the instructions about the diaries	with the volunteer?ne original diaries or copies? Does the monitor have any spe
May volunteers have help in coon a diary while reviewing it Will the monitor retrieve the instructions about the diaries	ne original diaries or copies? Does the monitor have any species?
May volunteers have help in con a diary while reviewing it Will the monitor retrieve the instructions about the diaries Informed Consent Copy picked up? Mailed? Endy Closing	ne original diaries or copies? Does the monitor have any species?
May volunteers have help in coon a diary while reviewing it Will the monitor retrieve the instructions about the diaries aformed Consent Copy picked up? Mailed? tudy Closing What happens with unused Company of the consent of the consen	ne original diaries or copies? Does the monitor have any spe
May volunteers have help in coon a diary while reviewing it Will the monitor retrieve the instructions about the diaries and the diaries are the copy picked up? Mailed?	with the volunteer? ne original diaries or copies? Does the monitor have any species? RFs? Toss? Return? By when?
May volunteers have help in coon a diary while reviewing it Will the monitor retrieve the instructions about the diariest about the diariest and Copy picked up? Mailed? Endy Closing What happens with unused County Where will we send the remandance on a diary while we send the remandance of the control of the c	with the volunteer?

Specimen Collection and Preparation Worksheet

Most sponsors will provide detailed directions explaining specimen handling. Some will also provide illustrated flow charts for particularly complex lab requirements. These specimen collection worksheets are particularly helpful if a number of different staff in a lab will be processing and shipping out specimens and will help ensure that no valuable specimens are inadvertently ruined.

Specimen Collection and Preparation Worksheet Storage and Collection shipping **Analytes** containers Preparation of specimens instructions Ship day of Completely filled tube is mixed Hematology Whole blood Lavender-top hematology immediately. ____ ml for blood collection. tube smears Chemistry Serum Tiger-top Allow blood to clot, pipette ___ ml, Ship day of chemistry and centrifuge. Decant chemical collection. tube specimen into pour-off tube. Drug levels Serum (Pre) Tiger-top Allow blood to clot, pipette Ship monthly. ml, and centrifuge. Transfer equal (PKs) chemistry Freeze and tube amounts of serum into labeled vials store at -20°C. provided.

Specimen Shipping Log

You should keep track of send-out specimens. This record is your insurance if there is a problem and the specimen is ruined or lost and may save you costly penalties. A log like the following example is particularly helpful in documenting problems that occur with weekend or holiday pickups and shipping delays.

	Specimen Shipping Log									
Date	Patient number	Accession number (lab)	Frozen or ambient?	Shipping method	Tracking number	Comments				
4/1/04	162-001	BL 04-132	Ambient	Speed-R- US	01984	Hemolyzed due to delay in shipping				
		Protocol n Site numb			-					

Study Closeout Checklist

A checklist like the following will help you tidy up loose ends and ensure that procedures have been completed correctly at the end of the study.

Study Closeout Checklist					
Complete					
Schedule closeout meeting with sponsor, if required					
IRB notified—Final Summary Report					
Final report to sponsor					
Submit miscellaneous charges to sponsor					
Drug inventory and reconciliation Ship remaining drug back to sponsor					
Special lab supplies returned or discarded					
CRFs bounded and properly stored					
Study file cleared out					
Frozen specimens labeled and shipped to central lab□					
Regulatory binder completed and stored					
• Investigational Drug Brochure (may be stored separately)					
Reconcile study finances and check final payment□					

Study Closure Report to the IRB

The information you need for the study closure report is drawn from your patient outcome data worksheet and is just put in an easier report format for the IRB.

Study Closure Report to the IRB
Study name
Protocol number
IRB name
Principal Investigator
The study protocol was closed to enrollment on [date]
The study has ended because [provide reasons for closure]
Project was completed? [Yes or No]
If no, did the DSMB terminate the study due to futility?
Due to adverse events?
Due to other reasons?
Number of subjects enrolled:
Number of patients who completed the study:
Serious adverse events:
Anything else to report?
INVESTIGATOR'S SIGNATURE DATE

Study Feasibility Checklist

It is difficult to keep track of all the details when considering a new protocol. This guide will help you make your decision.

Protocol Considerations	Yes	No
Ooes the protocol appear ethical and reasonable?		
Is the time frame for conducting the study reasonable?		
Is the schedule of activities feasible and practical?		
Administrative support:		
Will you have institutional support?		
Patient pool:		
Do you have an adequate study population available?		
Does recruitment seem doable?		
Do you have conflicting commitments?		
Personnel:		
Are staff available to carry out the study?		
Are personnel capable of carrying out this study?		
Staff orientation:		
Is special training required? Can you do this?		
Are study activities not too complex?		
Are special procedures available?		
Regulatory considerations:		
Can you meet IRB submission and consent requirements?		
Budget considerations:		
Are personnel salaries and benefits adequate?		
Are one-time fees adequate?		
Is overhead adequate?		
Are equipment and supplies available?		
Are special circumstances foreseeable?		

Protocol Considerations	Yes	No
Contract issues:		
Is indemnification adequate?		
Is facilities letter available?		
Is payment schedule reasonable?		
Are rights and patents clauses acceptable?		
Is publications clause acceptable?		
Implementation considerations:		
Is pharmacy agreeable?		
Is the pharmacist required 24/7?		
Is laboratory agreeable?		
Are there any special lab requirements?		
Is using a reference lab problematic?		
Are radiology and other ancillary departments agreeable?		
Space and equipment issues:		
Is special equipment needed?		
Most importantly:		
Do I think I can work with this sponsor?		
Does the study question interest me?		
Do I want to spend the next 1–2 years on this study?		
Does the benefit-to-hassle ratio appear reasonable?		

Study Supply Checklist

The following list is one that my coordinator maintains for my ongoing studies, to remind her or my "scut puppy" inexperienced help what supplies I need when I enroll a patient or on the weekend. These supply packets are strategically stored in the hospital. Having study-specific kits saves me enormous amounts of time and aggravation and helps ensure that I don't overlook any required procedures or data collection.

Study Supply Cheklist									
All Study Packets ☐ 1 Informed consent form ☐ 2 Study orders									
☐ 1 Schedule of activities☐ Lab requisitions☐ Inclusion and exclusion criteria									
☐ Miscellaneous worksheets Diabetic Foot Infection Study									
□ Debridement kit □ ThermoTrace thermometer □ Nylon monofilament for neuropathy testing □ Instructions for wound tracings □ Pens for wound tracings □ Tracing film (attached to instructions, extras are in a resealable plastic bag in the ER) □ Backdrop cloths □ Compact flash cards and ID cards □ Camera, batteries, and charger □ Pretreatment kit □ Day 2 and Day 3 treatment kits □ Bone probe and rulers									
Pneumonia Study ☐ Pretreatment kit ☐ Day 2 and Day 3 treatment kits ☐ IVRS (Interactive Voice Response Services) instructions									
Sepsis Study Packets are kept in the ER and in the ICU									
Miscellaneous ☐ Copy of each protocol in the gray filing cabinet (in ER)—the "hope chest" ☐ Protocols are in back of the gray filing cabinet									

Telephone Log

While they will not likely be as exciting as the Watergate tapes, you are supposed to keep a log of contacts with the sponsor throughout the study. This is particularly important to do if adverse events or other problems have arisen.

rotocol No.: Site name or identification:											
Date	Time	Person at site	Person at sponsor	Patient number	Issue discussed	Resolution/ Comments					

Understanding HIPAA and Research Handout

A major source of confusion and headache are the ill-conceived HIPAA privacy regulations. Many hospital staff mistakenly believe that they cannot share any patient information with other staff, even when it benefits the patient's care.

These rules also have had a disturbing effect on research, seriously inhibiting the identification of patients who might benefit from research. To explain the exceptions for research approved by the IRB, I have used the following handout with our hospital's staff.

Understanding HIPAA and Research

There is a lot of confusion regarding the HIPAA rules and what information can be released to other healthcare workers (HCWs). We hope this will answer your questions.

As background, all medications go through a period of study before being marketed. All research studies or drug studies are supposed to be approved through the hospital's Institutional Review Board (IRB). The IRB oversees the studies to see that they are conducted ethically and safely. The Principal Investigator (PI), or lead doctor, on each study reports back to the IRB periodically for routine matters, and immediately if there is a serious and unexpected outcome.

It can be difficult to identify patients who might benefit from a clinical trial. Because of this, the government has made an exception in the HIPAA privacy rules to allow sharing of information to recruit patients for trials, if approved by the IRB. The privacy rules contain certain specific requirements, such as the following:

- "The use or disclosure of Protected Health Information (PHI) involves no more than minimal risk to the individuals.
- The research could not practicably be conducted without access to and use of the PHI.
- The privacy risks to individuals whose PHI is to be used or disclosed are reasonable in relation to the anticipated benefits, if any, to the individuals, and the importance of the knowledge that may reasonably be expected to result from the research."9

Disclosures for treatment purposes between healthcare providers are exempted from the minimum necessary requirements.

Sample Scenarios:

- 1. There is a study of pancreatitis caused by gallstones. The IRB may approve a protocol that would include allowing the following departments to provide information to an investigator (or the investigator's staff) with which to identify a potential patient who might benefit. For example, the admitting office, the Operating Room, Radiology (from ultrasound, CAT or HIDA scans), lab (from elevated amylase or lipase levels) or nursing units.
- 2. There is a new drug to treat MRSA (methicillin resistant Staph aureus). The IRB may approve a protocol that would include allowing the following departments to provide information to an investigator (or their staff) with which to identify a potential patient who might benefit. For example, the Pharmacy or Micro Department might notify the PI, as they would be aware of such patients.

HIPAA Advisory, "Standards for Privacy of Individually Identifiable Health Information," Phoenix Health Systems, 2001, http://www.hipaadvisory.com/regs/finalprivacy/gconsent.htm, (accessed January 25, 2004).

3. There is a new "clot buster" drug for heart attacks, effective if given within a few hours of first symptoms. The alerts to the investigator might come from the lab (elevated CPK or troponin), EKG technician, ER doc or nurse, ICU nurse, pharmacist, so that the patient might be offered this new treatment.

The type of information requested for screening might include age, sex, other illnesses (e.g., diabetes, cancer), code status, ability to give consent, medications, allergies, creatinine, LFTs, etc. This would determine if the patient meets basic criteria for any protocol, and whether there are any contraindications.

In each of these cases, this information is simply used to screen and identify patients who might benefit from the study. The PI would then seek the attending's permission to contact the patient, and seek the patient's consent.

The key step is first identifying the patient who might be helped by a new treatment and relaying that information immediately to the investigator or the investigator's staff. It is all right to do this. Our goal is helping patients. Providing information about potential patients helps them gain access to new therapies and helps us all to provide better care.

Please call	if	you	have	other	questions	about	this.	