

**Medical University of South Carolina  
CONSENT TO BE A RESEARCH PARTICIPANT**

**TITLE OF RESEARCH:**

A Novel Telemedicine Optimized Burn Intervention (TOBI) for Pediatric Burn-injured Patients and Their Caregivers - Phase II

*If participants include those under 18 years of age: 1) The subject's parent or legal guardian will be present when the informed consent form is provided; 2) The subject will be able to participate only if the parent or legal guardian provides permission and the child/adolescent provides his/her assent; 3) In statements below, the word "you" refers to you or your child who is being asked to participate in the study.*

You and your child are being asked to volunteer for a research study because your child has sustained a burn injury. Most childhood burns will heal slowly without skin grafting but may require repeated dressing changes while at home. Once the burn team decides that you may be discharged to home with dressing changes, there are two different ways to deliver treatment. The standard way to deliver treatment is for you and your child to be seen in burn clinic every 3-7 days until the burn is healed. Another way to deliver treatment is using a smartphone app that was developed at MUSC, called TOBI. We do not know if one way of delivering burn care is better than the other.

The main purpose of this research study is to compare the two methods of delivering treatment – outpatient burn care delivered in person or via TOBI. The treatment itself will still be determined by your doctor - the study only controls how your child will be seen (either in person or remotely via TOBI). This study is voluntary and will only include people who agree to participate. If you and your child agree to participate, you will be asked to complete some questionnaires and will then be randomly assigned to one of the two treatment delivery methods to continue your child's burn care. One month after the burn is healed, you will be asked to complete similar questionnaires. Overall, the questionnaires will take approximately 20-30 minutes of your time at each assessment. There are study risks that are described in this document. Some of the risks include loss of privacy or becoming upset when completing the questionnaires. There are also potential benefits including that the services you receive are more helpful or convenient than other available services, although this cannot be guaranteed. If you or your child don't want to take part in this study, you can continue standard treatment outside of the study. However, if you are interested, please keep reading below.

**A. PURPOSE OF THE RESEARCH:**

Please read this consent form carefully and take your time making your decision. As your study doctor or study staff discusses this consent form with you, please ask him/her to explain any words or information that you do not clearly understand. The study is being conducted at the Medical University of South Carolina. Approximately 64 child/caregiver dyads (for a total of 128 participants) are expected to take part in this study. The principal investigator of this study is Aaron Lesher, MD. This study is supported by a federally funded grant from the National Institutes of Health and a part of the research team's salaries will be paid by this grant.

**B. PROCEDURES:**

If you agree to participate in this study, the following will happen:

1. You will be asked to complete initial questionnaires using a secure online platform, including the demographics form, measures about attitudes toward telemedicine, perception of healthcare access, mood, distress, and self-efficacy (your beliefs of how you can cope with various situations). This should take approximately 20 minutes of your time and may be done in person or over the phone by a study staff member. Data from these questionnaires will not include your name or other identifiers. Instead, you will be assigned a unique ID.
2. You and your child will be randomly assigned to one of the two treatment delivery methods, TOBI or face-to-face (FTF) care.
  - A. If you are assigned to FTF care, you will receive standard burn care including a return follow-up in the burn clinic on a routine basis as prescribed by the clinical burn team (at least once per week) until the burn has healed.
  - B. If you are assigned to TOBI, you will be given instructions how to download and use TOBI on your smartphone, including how to interface with burn clinicians using text-messaging, videoconferencing, and sending photos of your child's burn(s). You will have scheduled video visits with your care provider at least weekly until the burn has healed. You will be able to use other features of the app, such as text-messaging and sending photos of the burn(s), as needed. You will be able to use standard FTF burn care as well. You will be given instructions how to contact the burn team through the hospital paging operator if TOBI is unavailable or there is an emergency.
3. During the time your child's burn is being treated, members of the research team will collect information from your child's medical record on their clinical outcomes.
4. If you are assigned to TOBI, we will track how you use the app, such as number of text-messages, number of videoconferences, and number of photos.
5. One month after your child's burn is diagnosed as healed, you will be asked to complete some follow-up questionnaires similar to the initial assessment. These

questionnaires will include measures about attitudes toward telemedicine, perception of healthcare access, mood, stress, adjustment, treatment satisfaction, and app feasibility (TOBI only group). This should take approximately 30 minutes of your time and may be done in person or over the phone/video conference by a study staff member using a secure online platform.

### **C. DURATION:**

Participation in this study will take approximately 8 weeks. On average, most burns that are similar to your child's burn require 2-5 visits and heal within 2-4 weeks. However, the duration and amount of care that your child will receive will be guided by best clinical practice and your child's needs. You will spend 20-30 minutes of your time for each assessment, including the initial assessment and 1-month follow-up assessment.

### **D. RISKS AND DISCOMFORTS:**

There is no experimental treatment being tested or given. The study is comparing an experimental method of treatment delivery – TOBI versus FTF (which is the standard of care).

Randomization risks: Burn doctors do not know which of these is better, so the method your child receives may prove to be less effective, as effective, or more effective than the other study group.

Confidentiality risk: Another risk is losing confidential information about you or your child because we are studying this information. Breaches of confidentiality are a concern with web-accessible components of any study. We are taking many precautions to prevent this.

Questionnaire risks: It is possible that the questionnaires may make you feel upset. We may provide a referral to a mental health provider (outside of the study), as appropriate.

### **E. MEDICAL RECORDS AND CERTIFICATE OF CONFIDENTIALITY:**

If your child is an MUSC patient, they have an MUSC medical record. If your child has never been an MUSC patient, a MUSC medical record will be created for the purposes of this study. Results of research tests or procedures will be included in your child's MUSC medical record. All information within your medical record can be viewed by individuals authorized to access the record. We will make every effort to keep confidential all research information in the medical record that identify you to the extent allowed by law.

Certificate of Confidentiality: To help us protect your privacy, we have a Federal Certificate of Confidentiality from the National Institutes of Health. The study team can use this to legally refuse to disclose information that may identify you in any federal, state, or local civil, criminal, administrative, legislative proceedings, or for a court subpoena. The Certificate cannot be used to refuse a demand for information used for evaluating Federally funded projects or for information to meet the requirements of the Federal Food and Drug Administration (FDA). This Certificate does not prevent you or someone from your family to choose to give out your information. If we see something that would immediately endanger you or others, we may talk about it with you, or seek help from local authorities. The Certificate will not be used to prevent calling state or local authorities about child abuse or neglect, or harm to self or others.

#### **F. BENEFITS:**

The potential benefit to you and your child is that the services you receive may be more helpful or convenient than other available services, although this cannot be guaranteed.

#### **G. COSTS:**

If you are randomized to TOBI, you may need to use your smartphone's data plan to use the app and send images. There may be additional costs for this based on your cell phone carrier's plan.

There will be no other cost to you for procedures required in this research study. All routine clinical care that you would have undergone without participation in the study, including testing and procedures, will be billed to you/your insurance company. All study-related tests and procedures will be paid for by the Sponsor.

Some insurance plans will not pay for these services for people taking part in research studies. You will be responsible for any charges that your insurance does not cover including co-payments and deductibles.

#### **H. PAYMENT TO PARTICIPANTS:**

You will receive \$20 retail gift after your initial visit for completing baseline assessment. You will receive an additional \$30 after the 1-month follow-up assessment.

*Payment for study visits will be made using a pre-paid debit card, called a ClinCard. It works like a bank debit card and you may use the card to purchase goods or services everywhere Debit MasterCard is accepted. You will be given a ClinCard at the beginning of the study. Each time you receive payment for participation in this*

*study, the money will be added to the card, as outlined in the payment schedule above. Details of the debit card system are explained on an additional sheet.*

Payments that you receive from MUSC for participating in a research study are considered taxable income per IRS regulations. Payment types may include, but are not limited to: checks, cash, gift certificates/cards, personal property, and other items of value. If the total amount of payment you receive from MUSC reaches or exceeds \$600.00 in a calendar year, you will be issued a Form 1099.

## **I. DATA SHARING:**

Information about you, including your identifiable private information and/or any identifiable biospecimens, may have all of your identifiers removed and used for future research studies or distributed to other researchers for future research without additional informed consent from you or your legally authorized representative.

## **J. DISCLOSURE OF RESULTS:**

Research results obtained from this study will not be disclosed to you directly.

## **K. CLINICAL TRIALS.GOV**

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

## **L. AUTHORIZATION TO USE AND DISCLOSE (RELEASE) MEDICAL INFORMATION:**

As part of this research study, your study doctor and his/her research team will keep records of your participation in this study.

The health information MUSC may use or disclose (release) for this research study includes information in your medical record, results of physical exams, medical history, lab tests or certain health information indicating or relating to your condition.

Your study doctor and his/her research team will use and disclose (release) your health information to conduct this study. The health information listed above may be used by and/or disclosed (released) to the following, as applicable:

- The sponsor of the study including its agents such as data repositories or contract research organizations monitoring the study;

- Other institutions and investigators participating in the study;
- Data Safety Monitoring Boards;
- Accrediting agencies;
- Clinical staff not involved in the study whom may become involved if it is relevant;
- Parents of minor children if less than 16 years old. Parents of children 16 years old or older require authorization from the child; or
- Health insurer or payer in order to secure payment for covered treatment;
- Federal and state agencies and MUSC committees having authority over the study such as:
  - The Institutional Review Board (IRB) overseeing this study; Committees with quality improvement responsibilities; Office of Human Research Protections; Food and Drug Administration; National Institutes of Health or Other governmental offices, such as a public health agency or as required by law.

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. You do not have to sign this consent form. If you choose not to sign, it will not affect your treatment, payment or enrollment in any health plan or affect your eligibility for benefits. However, you will not be allowed to be a participant in this research study.

You will be given a copy of this consent form. Your authorization will expire at the conclusion of this study or, if you are participating in a study designed for the development of a drug or device, your authorization will remain in effect until the drug or device is approved by the FDA or until the company's application to study the drug/device is withdrawn. You have the right to withdraw your agreement at any time. You can do this by giving written notice to your study doctor. If you withdraw your agreement, you will not be allowed to continue participation in this research study. However, the information that has already been collected will still be used and released as described above. You have the right to review your health information that is created during your participation in this study. After the study is completed, you may request this 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 for conducting public health surveillance, investigations or interventions. No publication or public presentation about the research study will reveal your identity without another signed authorization from you.

If you have questions or concerns about this Authorization or your privacy rights, please contact MUSC's Privacy Officer at (843) 792-8740.

Regulations require that you be given a copy of the MUSC Notice of Privacy Practices (NPP) describing the practices of MUSC regarding your health information. One can be found at the end of this form.

Results of this research will be used for the purposes described in this study. This information may be published, but you will not be identified. Information that is obtained concerning this research that can be identified with you will remain confidential to the extent possible within State and Federal law. The investigators associated with this study, the sponsor, and the MUSC Institutional Review Board for Human Research will have access to identifying information. All records in South Carolina are subject to subpoena by a court of law.

In the event that you are injured as a result of participation in this study, you should immediately go to the emergency room of the Medical University Hospital, or in case of an emergency go to the nearest hospital, and tell the physician on call that you are in a research study. They will call your study doctor who will make arrangements for your treatment. If the study sponsor does not pay for your treatment, the Medical University Hospital and the physicians who render treatment to you will bill your insurance company. If your insurance company denies coverage or insurance is not available, you will be responsible for payment for all services rendered to you.

Your participation in this study is voluntary. You or your child may refuse to take part in or stop taking part in this study at any time. You should call the investigator in charge of this study if you decide to do this. Your decision not to take part in the study will not affect your current or future medical care or any benefits to which you or your child are entitled.

The investigators and/or the sponsor may stop your participation in this study at any time if they decide it is in your child's best interest. They may also do this if you or your child do not follow the investigator's instructions.

### **Volunteers Statement**

I have been given a chance to ask questions about this research study. These questions have been answered to my satisfaction. If I have any more questions about my participation in this study or study related injury, I may contact **Dr. Aaron Lesher (843-792-3853)**. I may contact the Medical University of SC Patient and Family Care Liaison (843) 792-5555 concerning medical treatment.

If I have any questions, problems, or concerns, desire further information or wish to offer input, I may contact the Medical University of SC Institutional Review Board for Human Research IRB Manager or the Office of Research Integrity Director at (843) 792-4148. This includes any questions about my rights as a research subject in this study.

I agree to participate in this study. I have been given a copy of this form for my own records.

*Please sign below for paper consents or scroll to the bottom of the screen to provide an electronic signature.*

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Signature of Person Obtaining Consent Date \*Printed Name of Minor Participant

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Signature of Adult Participant Date

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Signature of Participant's Personal Representative (if applicable) Date

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Printed Name of Personal Representative (if applicable)

Relationship:  Spouse  Parent  Next of Kin  Legal  
 Guardian\*  DPOA for Healthcare\*

*\*(If you are the health care agent or guardian, please provide proof of your authority to act on behalf of the patient)*

\*For Minors 12-17 years of age: "My participation has been explained to me, and all of my questions have been answered. I am willing to participate."

Signature: \_\_\_\_\_



# NOTICE OF PRIVACY PRACTICES

## MUSC Organized Health Care Arrangement (OHCA)

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESSS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### UNDERSTANDING YOUR PROTECTED HEALTH INFORMATION (PHI)

The Medical University of South Carolina and its affiliates (including but not limited to the Medical University Hospital Authority, MUSC Physicians, MUSC Physicians Primary Care, MUSC Health Partners, MUSC Health Alliance, MUSC Strategic Ventures, LLC, and MUSC Strategic Ventures (MSV) Health, Inc.) participate in a clinically integrated health care setting. As a result of this clinical integration, these organizations function as an Organized Health Care Arrangement (OHCA) as defined by the Health Insurance Portability and Accountability Act (HIPAA). For purposes of this notice, the members of the MUSC OHCA are collectively referred to in this document as "MUSC." **We collect, receive, or share this information about your past, present or future health condition to provide health care to you, to receive payment for this health care, or to operate the hospital and/or clinics.**

### OUR PLEDGE REGARDING YOUR HEALTH INFORMATION

MUSC is committed to protecting the privacy of health information we create and obtain about you. This Notice tells you about the ways in which we may use and disclose health information about you. It also describes your rights and certain obligations we have regarding the use and disclosure of your health information. We are required by law to: (i) make sure your health information is protected; (ii) give you this Notice describing our legal duties and privacy practices with respect to your health information; and (iii) follow the terms of the Notice that is currently in effect.

### HOW WE MAY USE AND RELEASE YOUR PROTECTED HEALTH INFORMATION (PHI) –

#### A. The following uses do NOT require your authorization, except where required by SC law:

1. **For treatment.** Your PHI may be discussed by caregivers to determine your plan of care. For example, the physicians, nurses, medical students and other health care personnel may share PHI in order to coordinate the services you may need.
2. **To obtain payment.** We may use and disclose PHI to obtain payment for our services from you, an insurance company or a third party. For example, we may use the information to send a claim to your insurance company.
3. **For health care operations.** We may use and disclose PHI for hospital and/or clinic operations. For example, we may use the information to review our treatment and services and to evaluate the performance of our staff in caring for you.
4. **Business Associates.** Your medical information could be disclosed to people or companies outside our Health System who provide services. These companies typically are required to sign special confidentiality agreements before accessing your information. They are also subject to fines by the federal government if they use/disclosure your information in a way that is not allowed by law.
5. **For public health activities.** We report to public health authorities, as required by law, information regarding births, deaths, various diseases, reactions to medications and medical products.
6. **Victims of abuse, neglect, domestic violence.** Your PHI may be released, as required by law, to the South Carolina Department of Social Services when cases of abuse and neglect are suspected.
7. **Health oversight activities.** We will release information for federal or state audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary actions, as required by law.
8. **Judicial and administrative proceedings.** Your PHI may be released in response to a subpoena or court order.
9. **Law enforcement or national security purposes.** Your PHI may be released as part of an investigation by law enforcement or for continuum of care when in the custody of law enforcement.
10. **Military and Veterans.** If you are a member of the U.S. or foreign armed forces, we may release your medical information as required by military command authorities.
11. **Uses and disclosures about patients who have died.** We may provide medical information to coroners, medical examiners and funeral directors so they may carry out their duties.
12. **For purposes of organ donation.** As required by law, we will notify organ procurement organizations to assist them in organ, eye or tissue donation and transplants.
13. **Research.** We may use and disclosure your medical information for research purposes. Most research projects are subject to Institutional Review Board (IRB) approval. The law allows some research to be done using your medical information without requiring your written approval.
14. **To avoid harm.** In order to avoid a serious threat to the health or safety of a person or the public, we may release limited information to law enforcement personnel or persons able to prevent or lessen such harm.
15. **For workers compensation purposes.** We may release your PHI to comply with workers compensation laws.
16. **Marketing.** We may send you information on the latest treatment, support groups, reunions, and other resources affecting your health.
17. **Fundraising activities.** We may use your PHI to communicate with you to raise funds to support health care services and educational programs we provide to the community. You have the right to opt out of receiving fundraising communications with each solicitation.
18. **Appointment reminders and health-related benefits and services.** We may contact you with a reminder that you have an appointment.
19. **Disaster Relief Efforts.** We may disclose your medical information to an entity assisting in disaster relief efforts so that your family can be notified about your condition.

**Note: incidental uses and disclosures of PHI sometimes occur and are not considered to be a violation of your rights. Incidental uses or disclosures are by-products of otherwise permitted uses or disclosures which are limited in nature and cannot be reasonably prevented.**

#### B. You may object to the following uses of PHI:

1. **Inpatient hospital directories.** Unless you tell us not to, we may include your name, location, general condition and religious affiliation in our patient directory so your family, friends and clergy can visit you and know how you are doing.

**2. Information shared with family, friends or others.** Unless you tell us not to, we may release your PHI to a family member, friend, or other person involved with your care or the payment for your care.

**3. Health plan.** You have the right to request that we not disclose certain PHI to your health plan for health services or items when you pay for those services or items in full.

**C. Your prior written authorization is required (to release your PHI) in the following situations:**

You may revoke your authorization by submitting a written notice to the privacy contact identified below. If we have a written authorization to release your PHI, it may occur before we receive your revocation.

**1.** Any uses or disclosures beyond treatment, payment or healthcare operations and not specified in parts A & B above.

**2.** Mental Health Records unless permitted under an exception in section A.

**3.** Substance Use Disorder Treatment records unless permitted under an exception in section A.

**4.** Any circumstance where we seek to sell your information.

**WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

Although your health record is the physical property of MUSC, the information belongs to you, and you have the following rights with respect to your PHI:

**A. The Right to Request Limits on How We Use and Release Your PHI.** You have the right to ask that we limit how we use and release your PHI. We will consider your request, but we are not always legally required to accept it. If we accept your request, we will put any limits in writing and abide by them except in emergency situations. Your request must be in writing and state (1) the information you want to limit; (2) whether you want to limit our use, disclosure or both; (3) to whom you want the limits to apply, for example, disclosures to your spouse; and (4) an expiration date.

**B. The Right to Choose How We Communicate PHI with You.** You have the right to request that we communicate with you about PHI and/or appointment reminders in a certain way or at a certain location (for example, sending information to your work address rather than your home address). You must make your request in writing and specify how and where you wish to be contacted. We will accommodate reasonable requests.

**C. The Right to See and Get Copies of Your PHI.** You have the right to inspect and/or receive a copy (an electronic or paper copy) of your medical and billing records or any other of our records used to make decisions about your care. You must submit your request in writing. If you request a copy of this information, we may charge a cost-based fee. MUSC will act on a request for access or provide a copy usually within 30 days of receipt of the request. We may deny your request in limited circumstances. If you are denied access to your records, you may request that the denial be reviewed by a licensed health care professional. Additionally, we may use and disclose information through our secure patient portal which may allow you to view and communicate with certain health care providers in a secure manner. For more information see our <https://mychart.musc.edu/mychart/>

**D. The Right to Get a List of Instances of When and to Whom We Have Disclosed Your PHI.** This list may not include uses such as those made for treatment, payment, or health care operations, directly to you, to your family, or in our facility directory as described above in this Notice of Privacy Practices. This list also may not include uses for which a signed authorization has been received or disclosures made more than six years prior to the date of your request.

**E. The Right to Amend Your PHI.** If you believe there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that we amend the existing information or add the missing information. You must provide the request and your reason for the request in writing. We may deny your request in writing if the PHI is correct and complete or if it originated in another facility's record. Notification will be provided within 60 days.

**F. The Right to Receive a Paper or Electronic Copy of This Notice:** You may ask us to give you a copy of this Notice at any time. For the above requests (and to receive forms) please contact: Health Information Services (Medical Records), Attention: Release of Information / 169 Ashley Avenue / MSC 349 / Charleston, SC 29425. The phone number is (843) 792-3881.

**G. The Right to Revoke an Authorization.** If you choose to sign an authorization to release your PHI, you can later revoke that authorization in writing. This revocation will stop any future release of your health information except as allowed or required by law.

**H. The Right to be Notified of a Breach.** If there is a breach of your unsecured PHI, we will notify you of the breach in writing.

**HEALTH INFORMATION EXCHANGES**

MUSC, along with other health care providers, belongs to health information exchanges. These information exchanges are used in the diagnosis and treatment of patients. As a member of these exchanges, MUSC shares certain patient health information with other health care providers. Should you require treatment at another location that is a part of one of these exchanges, that provider may gather historical health information to assist with your treatment. You have the option of saying that this cannot be done. If you choose not to take part in these alliances, please contact the MUSC Privacy Office at 792-4037.

**HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES**

If you think your privacy rights may have been violated, or you disagree with a decision we made about access to your PHI, you may file a complaint with the office listed in the next section of this Notice. **Please be assured that you will not be penalized and there will be no retaliation for voicing a concern or filing a complaint. We are committed to the delivery of quality health care in a confidential and private environment.**

**PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT OUR PRIVACY PRACTICES**

If you have any questions about this Notice or any complaints about our privacy practices please call the Privacy Officer (843) 792-4037, the Privacy Hotline (800) 296-0269, or contact in writing: HIPAA Privacy Officer / 169 Ashley Avenue / MSC 332 / Charleston SC 29425. You also may send a written complaint to the U.S. Dept. of Health and Human Services, Office for Civil Rights. The address will be provided at your request or by visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

**CHANGES TO THIS NOTICE**

We reserve the right to change the terms of this Notice at any time. The changes will apply to all existing PHI we have about you.. This Notice will always contain the effective date and may be reviewed at <http://academicdepartments.musc.edu/musc/about/compliance/privacy.html>

**EFFECTIVE DATE OF THIS NOTICE**

This Notice went into effect on April 14, 2003 and was last revised on August 2018.