

Publishing a case report in *The Journal of Clinical Ethics*

To the Author of the Case:

I would ask you to please perform the following tasks.

1. **Please use the attached Patient Permission Form.** This form is written as a letter to the patient (or surrogate) and explains the consent process. The process is in two steps: (1) permission to write-up the case; (2) permission to publish the case.
2. **Before writing up the case, please meet with the patient or surrogate:**
 - Explain what a case report is, using the Patient Permission Form. Please print out two copies of the form, so the patient or surrogate can keep one.
 - Ask the patient or surrogate if there are any questions or concerns. If the form does not provide the answer or address the concern, please contact Leslie LeBlanc, Managing Editor of *The Journal of Clinical Ethics*, at (240)420-8850 from 9 a.m. to 5 p.m. Eastern Time, Monday through Friday, or e-mail editorial@clinicaethics.com, and she will work with you to address the patient's or surrogate's concern in a careful and timely way.
 - If the patient or surrogate would like to participate in writing up the case, ask how he or she would like to participate, which may include, but is not limited to, the following:
 - Writing an article,
 - Being interviewed,
 - Reviewing the written case report before it is published (this is required).
 - Ask the patient or surrogate how the identity of the patient and information about the patient should be masked, using the checklist included in the Patient Permission Form.
 - Inform the patient or surrogate that he or she may refuse to participate at any time, prior to giving permission for the case to be published; however, after *The Journal of Clinical Ethics* receives the permission to publish and the final version of the case report, it may not be possible to withdraw permission; for example, if the journal has already gone to press.
 - Ask the patient or surrogate to give written permission to write-up the case, using the Patient Permission Form.
3. **After the case is written-up, please meet with the patient or surrogate again:**
 - Bring the case report and two copies of the Patient Permission form.
 - Allow the patient/surrogate to review the case write-up.
 - Ask the patient/surrogate for any changes, and make the changes to the write-up.
 - After the changes are made, ask the patient/surrogate to give written permission to publish the case write-up, using the Patient Permission Form. Remind the patient/surrogate that after the report and permissions document are sent to the journal, it may no longer be possible to withdraw permission to publish the case.
4. **Please distribute the attached Authors' Article Submission and Release of Copyright Form to the authors who will write-up articles for the case report.** Then please ensure that all of the authors complete, sign, and return a copy of the form to *The Journal of Clinical Ethics* at the address/fax number listed above.

Thank you for all of your efforts. Once these permissions and releases are received by *The Journal of Clinical Ethics*, the case can be accepted for publication. If you have any questions or concerns, please contact Leslie LeBlanc, at the address, phone number, or e-mail address listed above.

Yours sincerely,

Edmund G. Howe, MD, JD
Editor in Chief

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Permission from the patient or patient's surrogate to publish a case report in *The Journal of Clinical Ethics*

Title of the case: _____

Author: _____

Author's address: _____

Author's telephone: _____ **Author's email:** _____

Dear Patient:

With your permission, your careproviders would like to share what they learned from caring for you and your family with other health professionals, by publishing a case report in *The Journal of Clinical Ethics*. If you sign this form, you indicate your willingness to let the story of your care be written up and to be published. (If a patient is not able to make his or her own decisions, this form will record that the patient's surrogate has agreed that the journal may publish the patient's story. A surrogate is someone who makes a decision for another person).

The Journal of Clinical Ethics is an international journal, published in the United States, that is read by doctors, nurses, chaplains, social workers, bioethicists, and others who are interested in medicine and ethics.

The story of the care that you received will be described in a case report. In this case report, different authors may write about different aspects of your care. In some cases, you may be asked to write an article, or you could be interviewed and asked about your thoughts and feelings about the case. (Or, if a patient is not able to make his or her own decisions, a surrogate may be asked.)

Anyone who is interviewed will be able to read the interview and correct any errors before it is published. These case reports published by *The Journal of Clinical Ethics* are unique because they are told from different perspectives, *including* the view of the patient or the patient's family. Your voice matters.

This is important: You have the right to refuse to participate in an interview or case report, and the right to refuse to have your case published in *The Journal of Clinical Ethics*. If you choose to participate, you may limit your participation to allowing your case report to be published. You do not need to agree to be interviewed to have your case report published.

If you decide to allow *The Journal of Clinical Ethics* to publish your case report, you can control or limit how you are identified, and you can control or limit what information is included about you. Your careprovider can discuss these options with you, and will address any questions you may have. (A surrogate may give this information for a patient or may refuse for a patient who is unable to make his or her own decisions.)

If you decide to allow *The Journal of Clinical Ethics* to publish your case report, you can change your mind at any time and withdraw permission, until your careprovider sends the final version of the report to the journal. After that time, you may not be able to change your mind and withdraw the case, because it may be already printed, and after that it cannot be removed from the journal.

COST TO THE PATIENT

There is no cost to you (or a surrogate), other than the time spent discussing the case, allowing your care provider to check the facts with you, and, when applicable, participating in an interview or writing an article to be edited for publication.

BENEFIT TO THE PATIENT

There is no direct benefit to you (or a surrogate) besides any good feelings from contributing to the education of others who read about your care. You (or a surrogate) will not be paid; neither will family members or friends, and none of the authors who write up the case will be paid.

RISK TO THE PATIENT

There is a small chance that someone reading the story might recognize you. If you wish, your name can be changed in the case report, and any identifying information that is not relevant to the story of your care can be changed. You (or your surrogate, family, or friends) may find that talking about the case causes feelings that are comforting or disturbing.

CONTACT FOR INFORMATION

If you (or a surrogate or family member) have any questions or concerns regarding the publication of the case, or if any problems arise, you (or a surrogate, family, or friends) may call _____

_____ at _____

Your careprovider will meet with you about the case report at two different times:

1. You will be asked how you would like your identity to be protected, and you will be asked to give your permission for the case to be written-up.
2. You will be asked to give permission to publish the case report in *The Journal of Clinical Ethics*, after you have read the case report and make any changes necessary for your approval to publish it. You can change your mind at any time, until the final version of the case is sent to *The Journal of Clinical Ethics*. After that time, it may be too late to change your mind.

- **Permission 1. Please check off the items that describe how your identity will be protected.**

Regarding the patient's name, the case report may include the following (please check one):

- The patient's first and last name. Only the patient's first name.
 Only a made-up name. Other:

Regarding personal information that might allow others to identify the patient, the case report may include (please check one):

- Any information that is relevant to the story of the patient's care.
 Only limited information that is relevant to the story of the patient's care.
 Other:

- **Please sign here to give permission to write-up the case. This is not permission to publish the case, which you will be asked to give after you read the case and make any corrections.**

The signature of the patient (or of the patient's surrogate) and the date signed

The signature of the person obtaining the consent and the date the consent was given

- **Permission 2. Please sign here to show that you give permission for *The Journal of Ethics* to publish the case.** You can change your mind at any time, until the final version of the case is sent to *The Journal of Clinical Ethics*. After that time, it may be too late to change your mind.

The signature of the patient (or of the patient's surrogate) and the date signed

The signature of the person obtaining the consent and the date the consent was given

The Journal of Clinical Ethics

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ARTICLE SUBMISSION FORM AND RELEASE OF COPYRIGHT

Please complete, sign, and return a copy of this form to the editorial office of *The Journal of Clinical Ethics*, by fax or email. When there is more than one author, each author must sign and return a copy of this form, although each author may submit a separate form, if that is convenient. Peer review will begin after a signed form has been received from every author.

Title of the article: _____

Name of corresponding author: _____

Complete mailing address: _____

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Corresponding author's signature: _____ **Date:** _____

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Co-author's signature: _____ **Date:** _____

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