

Using Labs Wisely - Terms of Participation

Choosing Wisely Canada (“CWC”) is the national voice for reducing unnecessary tests and treatments in health care. CWC inspires and engages health care professionals to take leadership in reducing unnecessary tests, treatments and procedures, and enables them with simple tools and resources that make it easier to choose wisely. For more information, see: <https://choosingwiselycanada.org/>. This agreement (“Agreement”) is between Unity Health Toronto and you (as named on the signature page) to govern your participation in the Using Labs Wisely collaborative and all contents made available on it. CWC is a research program operating out of Unity Health Toronto.

1. Purpose of Program

Using Labs Wisely is a voluntary, membership-based, national campaign launched by CWC to reduce overuse of unnecessary lab tests across Canada while fostering a national laboratory community amongst medical laboratory technicians and clinicians.

The collaborative comprises of three components:

- a) A practice community by fostering relationships between laboratory medicine professionals and clinicians in a group learning and sharing environment.
- b) A data repository into which members submit and share data for the purposes of improvement and benchmarking
- c) Documenting and reporting pan-Canadian improvement efforts and the overall impact of the initiative on meeting hospital-set targets (including goal-setting and outcomes in an annual Quality Improvement Plan (QIP)).

For more information, please visit our website at: <https://choosingwiselycanada.org/hospitals/using-labs-wisely/>

2. Membership

Hospital organizations may sign up to become a Member during one of the two public entry opportunities per year. Once you are a member, your membership will automatically renew for subsequent years as long as Members meet the membership expectation (see: Section 4) in a reasonable timeframe.

To become a Member, you must be:

- A private/public hospital organization or hospital network in Canada;
- Willing to send aggregate data on a bi-annual basis for at least one year;
- Willing to attend Using Labs Wisely Collaborative meetings;
- Willing to complete hospital-specific Quality Improvement Plan (QIP);
- Willing to engage your hospital’s leadership with the collaborative;
- Sign and complete this Terms of Participation Agreement during one of the bi-annual enrollment periods.

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3. Benefits to Participation

- Participation in Using Labs Wisely allows you to review your local lab data against national comparators.
- Learn and plan quality improvement initiatives proven to reduce unnecessary laboratory testing and qualify for a “Using Labs Wisely” designation
 - Participate in a learning community on how to improve laboratory resource performance.
 - Share and help set improvement targets for unnecessary labs tests and learn how to implement interventions to achieve these new targets.
 - Improve your laboratory resource use.
 - In addition to the core targets (see Appendix A), prioritize new lab test quality improvements for your lab efforts each year (these benchmarks will not form part of the national comparators and will be used only for your individual lab report).
- Upon successful completion of a one-year cycle of the Using Labs Wisely Collaborative, your site will be designated as a “Using Labs Wisely” hospital and recognized nationally on our website and will earn two (2) credits toward Choosing Wisely Canada’s Hospital Designation program. More information about the Choosing Wisely Canada Hospital Designation Program can be found here: <https://choosingwiselycanada.org/cwc-hospital-update/>

4. Expectations of Members

To receive the benefits of becoming a Member, there are a few expectations to help ensure optimal benefits both for you and the collaborative. You are asked to:

- Make a commitment from upper hospital leadership to actively participate in the Using Labs Wisely initiative by signing this Participation Agreement acknowledging your ability and willingness to meet the expectations when joining Using Labs Wisely.
- Extract and transfer laboratory data (as defined in Section 6), on a bi-annual basis to GEMINI (description of GEMINI below) for at least one year.
- Respond to any data quality issues in a timely manner and modify data submissions based on feedback from CWC and/or GEMINI.
- Nominate and provide the contact details of a Laboratory Medicine Lead and a Quality Lead/Clinical Lead, with one also designated as the Data Lead.
 - Role of Laboratory Medicine Lead: main liaison between Using Labs Wisely and the Member hospital lab
 - Role of Quality Lead/Clinical Lead: main liaison between Using Labs Wisely and clinicians/quality improvement department.
 - Role of Data Lead: person(s) responsible for the data submissions
- Have representatives from the Member’s organization participate in routine Using Labs Wisely monthly webinars.
- Develop and submit an annual Quality Improvement Plan (QIP) to CWC to ensure CWC is aware of which unnecessary lab tests are targeted and to monitor how goals will be implemented.
- Carry out improvement initiatives based on QIP and lessons learned in webinars.
- If identified as a high performer by the CWC, be willing to share lesson learned with other Members.
- Permit CWC to use your name and logo to:
 - identify you as a Member of this program to other Members;

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- identify you on the comparative reports distributed to all Members; and
- identify you for the purpose of the Using Labs Wisely certificate.

What is GEMINI?

General Medicine Inpatient Initiative (“GEMINI”) is a big data and analytics collaborative supporting research and quality improvement efforts based out of Unity Health Toronto’s St. Michael’s Hospital. GEMINI will be providing support services on behalf of CWC for data quality control and standardization for the development of aggregate Using Labs Wisely reports. GEMINI will distribute the bi-annual reports to Members to provide benchmark across hospitals in Canada on behalf of CWC. Your participation in Using Labs Wisely does not also make you a member of GEMINI, nor will your data be included in GEMINI’s data repository or used for their research or QI initiatives. For more information about GEMINI, visit: <https://www.geminimedicine.ca/>.

5. Term of Membership

Membership begins on the date of acceptance of the terms of this Agreement and will continue in perpetuity unless you withdraw from the program, CWC terminates your membership to the program, or Using Labs Wisely ceases to operate.

You may withdraw from participating in Using Labs Wisely at any time upon thirty (30) days’ notice to CWC. However, you are asked to actively participate for at least one (1) year upon signing up for the program.

Should you stop regularly participating in the activities of the collaborative, not submit your data or submit it in a timely manner, not agree to revised core targets in Appendix A as they may change from time to time, not submit your QIP, not respond to CWC queries or feedback, or fail to implement the program’s improvement initiatives, your membership may be withdrawn by CWC. If possible, CWC will provide you notice of your non-compliance and provide reasonable opportunity for you to come back into compliance, if possible. At its sole discretion, CWC may also withdraw your membership if it is in interest of the program.

If membership is terminated by either party, the Member will be removed from the collaborative, including access to the learning modules and reports. GEMINI will continue to retain the data already submitted and it and CWC may use it in the manner permitted under this Agreement.

6. What Data is being collected

Data being transferred to GEMINI include aggregated lab tests performed in hospital and other data elements that may be required to support the program as described in the Data Sheet (Appendix A, which may be updated from time-to-time). The Data Sheet outlines the data requirements including definitions, formatting and other specifications and may be updated periodically to reflect program changes. No personal health information (PHI) or patient-level data will be provided to GEMINI or CWC. All data is to

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be anonymized and aggregated before being submitted to GEMINI; no re-identification linking log is meant to be kept by the Member or ever submitted to GEMINI.

Historical data is requested in the initial data submission to provide a baseline for measuring change. Ongoing data is requested on a bi-annual basis.

If you are working on other lab targets, you are asked to continue providing the core target data outlined in the Data Sheet. You may wish to provide additional aggregate data via GEMINI depending on your QIP measures pending available resources and support.

You will do your best to follow the data requirements as outlined in the Data Sheet and provide data in a timely manner. You are entirely responsible for ensuring the accuracy of your dataset. No identifiable or sensitive information shall be submitted to CWC. CWC disclaims all liability for data shared by you or other Members.

Your Additional Lab Test data (see Appendix) will be shared only with you in your individualized report, unless you agree otherwise.

7. Uses of Data

The Data Sheet ('CWC Core Lab Tests') will be collated among all participating Members to determine a national comparator on the use of the lab tests. Member organizations will be identified in these reports along with their data. The national reports will be sent to the Using Labs Wisely Members for quality improvement purposes and to generate discussion about lessons learned among participating hospitals. The reports will not be shared publicly.

Individualized comparative reports will be prepared for each Member to inform them of how they compare to national Members participating in Using Labs Wisely.

Only GEMINI and CWC will have ongoing access to all the data you submit, and the Ottawa Research Network will have periodic access to the data for analytic purposes (ie. Multiple baseline analysis).

8. CWC's Role and Disclaimers

CWC will:

- Provide day-to-day operational support for participating Members
- Create and disseminate the individual and national reports for its Members;
- Oversee the curriculum of the collaborative;

CWC does not alter datasets deposited by Members.

In the event any disclosed data inadvertently contains direct identifiers, CWC shall keep it strictly confidential, notify the Member and destroy it as appropriate.

This is a voluntary membership program for which no funding will be provided to Members as part of their participation.

The Using Labs Wisely reports and learning materials are meant for quality improvement and educational purposes. CWC, Unity Health Toronto, nor any of their respective employees, officers, directors, or agents

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makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, reliability, completeness, or usefulness of any information or reports disclosed to or by the Using Labs Wisely program, which is provided “as is”. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data, reports, or materials will not infringe any patent, copyright, trademark or other right of any third party.

9. Use of Name

CWC will use the Member’s name only for the purposes of recognizing participation in Using Labs Wisely (e.g., on the CWC public website) and the reports shared with you and other Members, except with consent of the Member.

You may not use the name, logo, trademark, or other marks of CWC or Using Labs Wisely except if you wish to identify yourself as a Member or for the purpose of showing your Using Labs Wisely certification.

10. Confidentiality and Publication

Members are free to discuss or share any of their **own data** as they wish with other Members or publicly. However, you may not publish, present, or disclose:

- the national reports naming other hospitals and/or the or data of other Members without their permission;
- confidential or sensitive information you may receive or have access to from other Members during Using Labs Wisely seminars, learning modules, or events without that Member’s permission.

Members are free to publicly disclose its own Membership status and are encouraged to disclose any Using Labs Wisely certification you receive.

CWC may publish or present about Using Labs Wisely, which may include use of aggregate data found in the national reports, but will at no time include Member names. GEMINI and CWC will not share individual Member data with third parties (e.g., CIHI) for any performance comparison or investigative reasons except if permitted or required by law.

11. Research

A secondary purpose of this collaborative would be research and to study the effectiveness and efficacy of the program. CWC may conduct such studies using the aggregate data from the national reports. No Members will be individually named (unless consent is received).

12. Amendment

The terms of Appendix A may be amended by CWC without consent by providing at least thirty (30) days notice to the current Members detailing the proposed amendment (e.g., adding the core terms). If no objection is received prior to the effective date of the proposed amendment you will be deemed to have accepted the change. If you do provide notice of objection to [email], then your Membership may be terminated prior to the amendment’s implementation. To terminate from the program Members will notify labs@choosingwiselycanada.org

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13. Miscellaneous

Without prejudice to the Parties' respective rights and obligations under this Agreement, the Parties each acknowledge that each may be bound by the Freedom of Information and Protection of Privacy Act ("FIPPA"), as amended from time to time, and that this Agreement and any information provided to CWC in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

The Agreement will be construed, interpreted and governed by applicable laws of the Province of Ontario and Canada, and subject to the exclusive jurisdiction of the courts of the Province of Ontario.

I acknowledge that I have read and understood the above. I accept the terms and conditions set out in this Agreement and agree to be legally bound by the provision contained herein.

[Organization's name]

I have authority to bind the entity to this Agreement

Name (Print):

Date:

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Appendix A

Using Labs Wisely Data Sheet

August 2022

CWC Core Lab Tests:

All Members participating in Using Labs Wisely must submit data on the CWC Core Lab Tests to be sent on a bi-annual basis. Some Members may wish to focus their quality improvement efforts on the CWC Core Lab Test priorities or on a hospital-specific lab target (see below 'Additional Lab Test Priorities'). Below are the CWC Core Lab Test data elements:

- Reduce Folate: Folate
- Reduce Urea: Blood Urea Nitrogen, Creatinine
- Reduce PTT: PT and INR, PTT
- Reduce AST: AST and ALT
- Reduce CK-MB: CK-MB and Troponin

Please note that the above CWC Core Lab Test Tests will likely be expanded to include more core tests as the Using Labs Wisely program matures. This Data Sheet will be routinely updated to reflect the evolving list of lab test elements with notice and without need for amendment.

Additional Lab Test Priorities:

In addition to the mandatory bi-annual dataset regarding their utilization of the CWC Core Lab Test Target dataset, Members looking to work on additional lab test(s) shall describe the quality improvement process re: the Additional Lab Test Priorities on their annual QIP