

# 2022 MQii Learning Collaborative

# Participation Agreement

This Participation Agreement (the “Agreement) is entered into by and between Avalere Health LLC (“Avalere”), a Maryland limited liability company, with its corporate office located at 1201 New York Avenue NW, Suite 1000, Washington, DC 20005 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_ day of 2022 (the “Effective Date”). Avalere and Participant may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

# Purpose and Term of the Participant Agreement

The purpose of this Agreement is to provide an overview of participation activities, and to clearly identify the roles and responsibilities of each party.

The term commences on the Effective Date and automatically terminates December 31, 2022.

# Project Summary & Objectives

Avalere in partnership with The Academy of Nutrition and Dietetics (“The Academy”) launched the MQii Learning Collaborative in 2016 to facilitate optimal malnutrition care for older adults (age 65 and older) in the acute care setting and to accelerate the dissemination of best care practices (the “MQii Learning Collaborative”). The MQii Learning Collaborative is comprised of leading healthcare delivery organizations across the U.S. that are implementing the interdisciplinary MQii Toolkit[1](#_bookmark0) and using a set of four validated malnutrition electronic clinical quality measures (“eCQMs”) to track their progress in achieving standards of malnutrition care. In 2022, the MQii Learning Collaborative participants will continue to adopt malnutrition care best practices.

Participating health systems are implementing malnutrition-focused interdisciplinary quality improvement (“QI”) projects that address two site-selected and prioritized malnutrition care gap areas. They will also capture de-identified nutrition data through their electronic health record (“EHR") to demonstrate how high-quality malnutrition care can improve patient-centered care, lead to better “outcomes that matter” to patients and clinicians, and reduce costs.

It is anticipated that hospitals will have greater success in QI when implementing both components of the initiative (the Toolkit and eCQMs) in parallel. In collaboration with Learning Collaborative sites, Avalere and the Academy seek to achieve the following objectives:

* 1. Generate hypotheses for research and evidence for publication and dissemination

1 The MQii Toolkit is a guide for identifying and implementing clinical quality improvements for malnutrition care. Using this toolkit can help improve malnutrition care for older adults admitted to the hospital through patient-centered approaches that improve coordination across the care team. The Toolkit is accessible on [http://mqii.today](http://mqii.today/)

1

* 1. Assess the scalability of a Global Malnutrition Composite Measure addressing the optimal malnutrition care workflow in the inpatient setting
	2. Continue to evaluate the scalability of the MQii tools and resources across U.S. geographic areas, hospitals, etc.
	3. Support the development of new indicators that can support potential future measures around discharge planning, transitions of care

# Learning Collaborative Overview

The MQii Learning Collaborative intends to provide an evidence-based approach to address current challenges in the delivery of optimal malnutrition care for older adults in health systems. This initiative, based on implementation science research, seeks to assess strategies to adopt and integrate evidence-based interventions aimed at improving risk identification, treatment initiation, and care coordination for malnourished and at-risk patients throughout the health system. To do so, the MQii Learning Collaborative will use qualitative and quantitative research to understand the usability and effectiveness of Toolkit and eCQM adoption within real-world clinical service systems.

## Participation Benefits

As a participant in the MQii Learning Collaborative, sites will receive several benefits that will depend on their level of participation. Those who submit performance data as part of the Learning Collaborative will gain additional benefits from participation including dedicated IT support and Performance Benchmark Reports. The benefits available to Learning Collaborative participants are summarized in Table 1 below.

*Table 1 – Participation Benefits*

|  |
| --- |
| **Participation Benefits for Data-Reporting Learning Collaborative Members** |
| * Quarterly live webinars and access to an archive of dozens of previous webinars facilitating wide-ranging topics associated with malnutrition and nutrition care from diverse clinical experts from across the country
 |
| * Monthly optional 30-minute Learning Collaborative calls to assist with your implementation and address your team’s questions
 |
| * Quarterly newsletters with project updates, visibility opportunities, and spotlights on malnutrition care-related developments
 |
| * Access to comprehensive best practices MQii Toolkit and tools to enable eCQM implementation
 |
| * Opportunity to collaborate with colleagues and peers from other leading U.S. hospitals to improve malnutrition care
 |
| * Technical assistance with collection of performance data to track and monitor implementation progress
 |
| * Dedicated support for your team to engage IT with establishing your performance data collection process
 |
| * Individual facility-level performance feedback reports that provide a 30-day window into performance on quality metrics associated with the MQii
 |
| * Performance benchmark reports to compare performance with average performance across the learning collaborative and with similar institutional type and size
 |
| * Opportunities to publish and present on your organization’s initiative and results
 |

All sites participating in the MQii Learning Collaborative will have access to resources and tools to support implementation of their QI projects using the MQii Toolkit, including best practices, knowledge and awareness building educational resources, and responses to frequently asked questions. In parallel, sites may use the malnutrition eCQMs and performance on the newly developed Global Malnutrition Composite Score to assess initiative implementation progress over time.

*Overview of the Malnutrition eCQMs and the Global Malnutrition Composite Score*

The eCQMs are evidence-based and have previously undergone testing to confirm feasibility, validity, and reliability (outlined in Table 2). Furthermore, these measures align with several of the best practices outlined in the Toolkit clinical workflow and are intended to provide a mechanism for sites to demonstrate performance improvement over the duration of the MQii Learning Collaborative and beyond. In addition to the foundational eCQMs, Avalere and the Academy of Nutrition and Dietetics developed a comprehensive composite measure (Global Malnutrition Composite Score) to provide health systems with an overall score reflecting performance on the malnutrition care workflow from screening at admission to care plan development for those with a malnutrition diagnosis. This composite measure as defined by the [Centers for Medicare & Medicaid Services](https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/MMS/Downloads/Composite-Measures.pdf) will be scored on a quarterly basis and performance feedback will be provided on this measure to those health systems that submit all necessary data for measure calculation. The measure components for the composite measure are outlined in Table 3. Avalere will work with sites that opt-in to reporting performance measure data to determine any additional endpoints that would be of value for the participating site to collect and track progress on.

*Table 2. Individual malnutrition-focused electronic clinical quality measures (eCQMs)*

|  |  |  |
| --- | --- | --- |
| **eCQM** | **Measure name** | **Measure description** |
| #1 | Completion of a malnutrition screening within 24 h of admission | Patients aged≥18 received a malnutrition screening and results are documented in their medical record within 24 h of their admission to the hospital. |
| #2 | Completion of a nutrition assessment for patients identified as at risk for malnutrition within 24 h of a malnutrition screening | Patients aged≥65 who were identified to be at risk of malnutrition from a screening were provided a nutrition assessment within 24 h of the screening. |
| #3 | Nutrition care plan for patients identified as malnourished after a completed nutrition assessment | Patients aged≥65 who were assessed and found to be malnourished should also have a documented nutrition care plan in their medical record. |
| #4 | Appropriate physician vs dietitian documentation of a malnutrition diagnosis | Patients aged≥65 who were assessed and found to be malnourished should have a physician-confirmed diagnosis of malnutrition documented in their medical record to ensure care plan implementation and transfer of necessary medical information upon discharge. |

*Table 3. Global Malnutrition Composite Score Component Measure Details*

|  |  |  |
| --- | --- | --- |
| **Component Measure Name** | **Denominator** | **Numerator** |
| Screening for Malnutrition Risk at Admission | All patients in the measure population with a documented malnutrition screening no more than 48 hours prior to admission to the hospital | All patients in the measure population who are documented as at risk for malnutrition via the completed malnutrition screening |
| Completion of a Nutrition Assessment for Patients who Screened for Risk of Malnutrition | Patients from the measure population who are documented as at risk for malnutrition via the completed malnutrition screening | Patients at risk of malnutrition who have a completed nutrition assessment documented |
| Appropriate Documentation of Malnutrition Diagnosis for Patients Identified with Malnutrition | Patients from the measure population who have a completed nutrition assessment documented with findings of moderate or severe malnutrition | Patients who have been identified as moderately or severely malnourished by the nutrition assessment who also have a documented medical diagnosis of malnutrition in their medical record |
| Development of a Nutrition Care Plan for Malnourished Patients | Patients from the measure population who have a documented medical diagnosis of malnutrition in their medical record | Patients with a documented medical diagnosis of malnutrition in their medical record who have a documented nutrition care plan with treatment recommendations to address malnutrition |

## Performance Data Reported by Participants

Performance data reported by participants will be used to conduct analyses in support of the research questions included in the MQii Learning Collaborative research protocol. These analyses include, but are not limited to, supporting the continued validation and study of the developed Global Malnutrition Composite Score based on performance data reported by the participants. Overall, participating sites will have the opportunity to report on the following de-identified data which will include:

* + Performance data for reporting on the eCQMs during participation to be reported on a monthly recurring basis

o The current eCQMs require data from the initial nutrition screening completed during admission, the nutrition assessment completed by the dietitian, nutrition care plan and intervention data, and the medical diagnosis documented by the medical provider.

* + Demographic data on the hospital and patient population for risk adjustment, which will be de- identified. More specifically, all protected health information (“PHI”) will be removed before transmission as instructed in the data transmission specifications to ensure full compliance with HIPAA
	+ Length of stay and 30-day readmissions data for the same intervention period in 2021 and 2022 to explore the link between optimal malnutrition care practices and patient outcomes
	+ Additional performance indicator data for discharge planning, intervention implementation, and transition to the next-of-care setting that reflect the specific intervention(s) being implemented by the participating site which can include outpatient care settings as well
	+ Non-PHI data on patient demographics, primary and secondary diagnoses, nutritional screening score for these individuals will be collected to permit matching analysis

## Use of Performance Data for Performance Feedback & Benchmarking

Additionally, each site will receive a bi-quarterly report that benchmarks its progress on established performance metrics (See Section B) and compares its performance on the eCQMs to other sites participating in the MQii Learning Collaborative that submit performance data.

* + Data from other participating sites included in this benchmarking report will be anonymized.
	+ While benchmark information will not be attributed to individual sites, Avalere will provide high level descriptive information (e.g., facility size based on hospital bed count, facility type, and geographic region) to enable sites to better assess their performance against their peers.
	+ Avalere will also provide sites with templates to perform more regular data collection and enable their own ongoing tracking and evaluation of performance over time, if desired.

## Collection of Qualitative Data from Participants

To understand site experiences implementing the MQii Toolkit and the eCQMs, Avalere may periodically request quality qualitative data from project team leaders (and participating clinicians, as desired/feasible) to assess opportunities and barriers associated with implementing the selected malnutrition quality improvement project and collecting associated data. Data will be collected via:

1. An electronic Toolkit and eCQM Experience survey
2. A Quality Improvement Project Charter describing the Participant’s improvement initiative
3. Up to two focus group interviews
4. Individual key informant interviews during key phases of implementation (specifically during enrollment, implementation, and post-implementation phases or at a minimum on a quarterly basis)

## Publication and Dissemination of Learning Collaborative Findings

Aggregate MQii Learning Collaborative findings and lessons learned will be shared via abstract submissions, posters, and/or peer-reviewed journals. Findings will be published with de-identified data. MQii Learning Collaborative sites will have the opportunity to be recognized in these publications, with prior written approval from the sites included in the publication(s). There will also be several co- authorship opportunities as an output of MQii Learning Collaborative participation. Therefore, participants are encouraged to communicate interest in publication partnership to Avalere.

Additionally, MQii Learning Collaborative sites are encouraged to pursue independent publication opportunities related to their unique findings and lessons learned. Site-specific publications will allow participants opportunities to showcase their innovative approaches to addressing quality of care for specific aspects of malnutrition identified as a priority for improvement at their institution. Participant publications referencing the MQii, Avalere, or the Academy, must be submitted to Avalere for approval in advance of submitting any publication.

# Party Responsibilities

## Avalere Responsibilities

### Develop IRB Materials

* + 1. Develop and share all necessary IRB materials with the Participant for submission to its IRB to ensure the initiative satisfies internal requirements for conducting research activities.
	1. ***Provide Participant with Onboarding and Training Webinars.*** These webinars will cover the following:
		1. An introduction to the Toolkit and eCQMs.
		2. Support for preparing to launch (e.g., education of staff on malnutrition, communication with informatics representatives and analytics teams to collect data and run reports).
		3. Identifying the greatest opportunities for quality improvement within its current care processes.
		4. Process for extracting the eCQM data elements from the EHR.
		5. Implementation support (e.g., sharing of key insights, topic-specific best practices).
		6. Access to electronic versions of materials (e.g., training materials, the Toolkit, data collection resources, etc.).

### Data Collection Support and Performance Feedback

* + 1. Offer up-to five ad-hoc technical assistance teleconference meetings for individual sites to:
			1. Answer technical questions and troubleshoot any QI or informatics questions that may arise.
			2. Assist with and address questions related to the Participant’s feasibility assessment, EHR modifications, sample data pull, and eCQM and LOS/readmission data pulls.
		2. Provide monthly “coffee breaks” during which participating sites can call in to ask questions about data collection and receive technical assistance.
		3. Provide Participant with the data transmission template to collect EHR data including those data elements in the malnutrition eCQMs, quality indicators, in addition to LOS/readmissions data. Avoid collection of any protected health information (i.e., information that is patient-identifiable).
		4. Provide Participant with a performance feedback report within 30 days of each performance data transmission to Avalere.
		5. Provide Participant up to two performance benchmark reports reflecting its results compared to anonymized results of all other reporting Participants.
			1. These benchmark reports will be produced using data transmitted from all Participating sites on a biannual basis. The first report will be released at the beginning of Q3 2022 and the second report will be released by Q1 2023.
		6. Store data on a password-protected server with access granted only to members of the study team.
		7. Provide Participant with appropriate notification when staff are needed to participate in qualitative data collection, including key informant interviews, focus groups, and surveys.

### Disseminate Initiative Findings:

* 1. Share findings from the MQii Learning Collaborative with Participant upon completion of the initiative, including any resulting public dissemination efforts (e.g., press releases, blog posts, publications, poster presentations) highlighting the MQii Learning Collaborative and its findings.
	2. Offer Participant the opportunity to review any materials slated for publication that include Participant results.

### Comply with Administrative Considerations

* 1. Avoid interfering with or participate in the provision of healthcare.
	2. Maintain confidentiality of the identity of all nutrition care team members participating, unless given explicit permission otherwise.

## Participant Responsibilities

Overall, as part of the MQii Learning Collaborative, the Participant will be responsible for implementing a malnutrition-focused quality improvement project using the MQii Toolkit and collect performance data on the initiative using the malnutrition eCQMs and potentially other metrics that best align with the initiative selected by the Participant. The following activities below will need to be completed as part of participation:

* Submit protocol for expedited Institutional Review Board approval or exemption, as applicable
* Assemble an interdisciplinary project team
* Obtain approval to collect performance data from the EHR as outlined by the malnutrition eCQM specifications, and other quality indicators selected by the site as part of its selected initiative
* Select at least two priority areas for malnutrition-focused quality improvement
* Participate in qualitative data collection, as described II.D
* Support awareness and dissemination efforts around the MQii Learning Collaborative, including publication of results of the project
* Permit Avalere to recognize participant as a MQii Learning Collaborative site (no dissemination efforts that include data will directly identify findings with specific sites)
* Return this MOU, with the required signature, within 30 days of its receipt. See below for additional details:
	1. ***Assemble Interdisciplinary Project Team.*** At a minimum, identify individuals to fill the following key roles for the initiative project team:
		1. **Executive Sponsor:** Senior hospital leader (i.e., executive staff member such as Chief Medical Officer or Chief Quality Officer or a provider within a department leadership position) to generate leadership’s buy-in, help to communicate developments and progress updates to hospital leadership, and ensure all necessary clinical, information technology, and project management resources are made available
		2. **Project “Champion”:** Clinician in charge of generating support and buy-in for the project by all relevant parties (both senior level support as well as support from staff and care team members). Participant is encouraged to have co- champions (e.g., dietitian champion, nurse champion) to provide leadership, generate buy-in, and support education and training across different clinician groups
		3. **Reporting Analyst and/or Clinical Informaticist / IT Developer:** These roles will assist with mapping of EHR and clinical workflows, building and producing the EHR extract of data elements necessary for reporting on performance metrics, and providing support when feasible to make modifications to EHR workflows to implement best practices

### Conduct Training on Malnutrition QI and Care Best Practices

* 1. Facilitate training of nutrition care team members on use of the malnutrition care best practices and quality improvement as outlined by the Toolkit to implement a malnutrition quality improvement project and appropriate data collection. Training is recommended to take place prior to beginning Participant’s selected malnutrition quality improvement project and any data collection related to the eCQMs;
	2. Continue throughout the implementation period to maintain awareness of the project and help care team members address ongoing challenges in achieving optimal malnutrition care; and
	3. Include education sessions to answer outstanding questions and/or training for new team members or team members that missed initial training(s).

### Collect Quantitative and Qualitative Data on Key Areas of the Initiative

* 1. Participant agrees to work with IT staff to develop and execute data extraction from the EHR according to data transmission specifications and will ensure that all PHI is removed before final transmission.
	2. Participant agrees to transmit performance data on a monthly recurring basis, or for any relevant months during the period associated with this agreement
	3. In addition, Participant agrees to provide hospital-wide length of stay and 30-day all- cause readmissions data on a quarterly basis to enable outcomes-based analysis that will be used for aggregate analysis as well as site-specific performance feedback. Avalere requests that the Participant submit this data within 30 days of the end of each quarter to facilitate rapid analysis and performance feedback to the Participant.
	4. Regarding collection of qualitative data, Participant agrees to assist Avalere in the identification of staff members to participate in key informant interviews, focus groups, and surveys to collect qualitative data on barriers and facilitators associated with undertaking this quality improvement project, as necessary. Where necessary serve as a liaison between staff and Avalere.

### Participate in Dissemination Efforts and Spread

* 1. Permit Avalere to recognize Participant as a MQii Learning Collaborative site in public forums or via dissemination channels (e.g., press releases, blog posts, publications, poster presentations).
		1. Avalere will not attribute specific experiences or feedback to the Participant in public dissemination channels, unless approved in advance by the Participant.
	2. Participant may also acknowledge its participation in the MQii Learning Collaborative in public forums or through dissemination activities if desired.
	3. Support awareness and dissemination efforts around the MQii Learning Collaborative, including publication of results of the project. Participant will have opportunities to provide input on and review the content and language included in documents prior to its publication.
	4. Recognize the MQii Learning Collaborative, and support by Avalere and the Academy of Nutrition and Dietetics (as well as any other partners, as appropriate) in any Participant-

generated publication of site activities undertaken and results achieved from participating in the MQii Collaborative.

* 1. Share any materials referencing the MQii, Avalere, or the Academy with referenced entities for approval prior to public release.
	2. Participant agrees to provide Avalere with a 30-day review period in advance of publication of any materials developed under III.B.4.e. Please note that the Malnutrition Quality Improvement Initiative is a trademarked entity and should be referred to as such (including use of the full name or the abbreviation, “MQii”) in any publications. This includes, but is not limited to, white papers, manuscripts, posters, press releases, blog posts, and/or other public visibility efforts.

### Other Permissions to be Granted to Avalere

* 1. Permit Avalere to use Participant’s de-identified performance data to test, maintain existing performance measures (See Section A, Tables 2 and 3) as well develop new performance measures to assess quality of care for patients with malnutrition or at-risk.
	2. Permit Avalere to aggregate Participant’s de-identified performance data with results from other sites to assess variation and draw conclusions regarding malnutrition care across participating sites. Results will not be attributed to Participant without Participant’s approval as described in III.B.3.
	3. Permit Avalere to use Participant de-identified performance data already submitted to Avalere in the event Participant is no longer able to participate in the MQii Learning Collaborative.

# Non-Disclosure and Confidential Information

### Background.

In the course of each Party’s obligations under this Agreement it is anticipated that each Party will disclose or deliver to the other party and to the other party’s directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and members of advisory boards) (collectively, “Representatives”) certain proprietary information for the purposes of enabling the other party to perform its obligations and exercise its rights under this Agreement (the “Purposes”). As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the “Disclosing Party”; the party receiving such Proprietary Information is referred to as the “Recipient”.

### Proprietary Information.

As used in this Agreement, the term “Proprietary Information” shall be deemed to include any data, notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient or its Representatives pursuant hereto.

### Scope of Agreement.

This Agreement shall apply to all Proprietary Information disclosed between the parties hereto on and after the Effective Date.

### Use and Disclosure of Proprietary Information.

The Recipient and its Representatives shall use the Proprietary Information of the Disclosing Party only for the Purposes and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. The Recipient and its Representatives shall hold in confidence, and shall not disclose any Proprietary Information of the Disclosing Party; provided, however, that (i) the Recipient may make any disclosure of such information to which the Disclosing Party gives its prior written consent; and (ii) any of the Proprietary Information may be disclosed by the Recipient to its Representatives who need to know such information in connection with the Purposes and who are informed of the confidential nature of such information and of the terms of this Agreement. In any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information.

Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information of the Disclosing Party to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the Recipient provides prior written notice of such required disclosure to the Disclosing Party and assists the Disclosing Party in its reasonable efforts to prevent or limit such disclosure.

### Limitation on Obligations.

The obligations of the Recipient specified in Section 4 shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

* + 1. is generally known to the public at the time of disclosure or becomes generally known to the public without the Recipient or its Representatives violating this Agreement;
		2. is in the Recipient’s possession at the time of disclosure;
		3. becomes known to the Recipient through disclosure by sources other than the Disclosing Party without such sources violating any confidentiality obligations to the Disclosing Party; or
		4. is independently developed by the Recipient without reference to or reliance upon the Disclosing Party's Proprietary Information.

### Ownership of Proprietary Information.

Except as otherwise provided in this Agreement, the Recipient agrees that it shall not receive any right, title or interest in, or any license or right to use, the Disclosing Party's Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the parties hereto represents, warrants, and covenants that the trade secrets which it discloses to the other party pursuant to this Agreement have not been stolen, appropriated, obtained or converted without authorization.

### No Representations and Warranties; Relationship to Definitive Agreement.

Each party understands and acknowledges that neither party nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information furnished by or on behalf of such party. Each party agrees that neither the other party nor its Representatives shall have any liability to such party or any of its Representatives or any other person relating to or resulting from the use of the Proprietary Information furnished by or on behalf of the Disclosing Party or any errors therein or omissions therefrom.

READ, AGREED, and ACCEPTED as of the day and year first set forth above.

HOSPITAL / HEALTH SYSTEM NAME

|  |  |
| --- | --- |
| AVALERE HEALTH LLC | <Hospital / Health System Name > |
|  By:  | Signature: |
|  Name:  | Name: |
|  Title:  | Title: |
|  Date:  | Date: |