

Measure Steward Agreement (MSA) Submission Instructions

The MSA is a contractual agreement that must be signed and submitted by any steward that submits a measure to be evaluated for endorsement via the consensus development process. This agreement defines the role and responsibilities of a steward and covers all measures submitted through the process that are owned by the steward.

The current MSA was updated in November 2013, NQF will be working with all measure stewards to transition to the new MSA. (Please note that every measure steward will be required to complete and submit the new MSA, which takes effect in November 2013.)

Once executed, the MSA for an organization stands indefinitely and does not need to be updated. Adding and removing measures covered underneath the agreement will be done via an Addendum.

Submitting an MSA(and measures) to NQF for the First Time

If your organization:

- Is a new measure steward submitting measures to NQF for the first time; AND
- Does NOT currently steward any NQF-endorsed measures; AND
- Does NOT currently have an executed MSA in the version released by NQF in November 2013

Please review the instructions below before submitting your MSA and Addendum:

1. **Download the MSA** from the NQF website.
2. Complete MSA PDF document.
 - a. All required fields (outlined in red) must be completed.
3. **Check the MSA for accuracy.** Measure stewards should review the MSA for accuracy before submitting.
4. **Sign and submit the MSA before the measure submission deadline.** Identify someone from your organization that will be responsible for signing the MSA. The signature must be digital or an original hand-written signature. Each organization has the following options for submitting the MSA:
 - a. *Electronic/digital signature.* To sign the PDF form electronically, a “digital signature” is required. Email to msa@qualityforum.org. If you do not already have a digital signature, refer to the “Obtaining a Digital Signature” section of this document (page 5), for more information.
 - b. *Print, sign, scan.* Email to msa@qualityforum.org
 - c. *Print, sign, fax* to 202-783-3434.
5. If no issues have been identified, you will receive your fully-executed MSA (signed by NQF) via email.

6. **Once your MSA has been executed, download the Addendum for adding NEW Measures.**
 - a. Where indicated, the Addendum should reference the date the MSA was full-executed (signed by NQF).
 - b. This Addendum must list all measures being newly submitted for review.
 - i. Stewards submitting measures to multiple projects must only include measures in the Addendum that correspond to those individual projects, with the related measure submission deadline.
 - ii. An addendum listing any additional measures must be submitted with the corresponding measure submission deadline for subsequent projects.
7. **Sign and submit the Addendum on or before the measure submission deadline.** Identify someone from your organization that will be responsible for signing the Addendum. The signature must be digital or an original hand-written signature. Each organization has the following options for submitting the Addendum:
 - d. *Electronic/digital signature.* To sign the PDF form electronically, a “digital signature” is required. Email to msa@qualityforum.org. If you do not already have a digital signature, refer to the “Obtaining a Digital Signature” section of this document (page 5), for more information.
 - e. *Print, sign, scan.* Email to msa@qualityforum.org
 - f. *Print, sign, fax* to 202-783-3434.
8. If no issues have been identified, you will receive a copy of the fully-executed Addendum (signed by NQF) via email.

Submitting an MSA & New Measures

If your organization:

- Currently stewards one or more NQF-endorsed measures; AND
- Is submitting new measures for consideration; AND
- Does NOT currently have an executed MSA in the version released by NQF in November 2013,

Please follow the instructions below for submitting your MSA and Addendum:

2. **NQF staff will send the steward an MSA and a pre-filled Addendum for EXISTING measures.**
3. **Download the Addendum for adding NEW measures.**(Please note that this is a separate addendum from the pre-filled addendum NQF staff will forward to you for existing measures.)
4. **Complete MSA PDF document.**
 - a. All required fields (outlined in red) must be complete.
5. **The steward should check the MSA and addenda for accuracy.** Measure stewards should review the MSA and the addenda for accuracy before submitting.
6. **Sign and submit the MSA ONLY on or before the measure submission deadline.** Identify someone from your organization that will be responsible for signing the MSA. The signature must be digital or an original hand-written signature. Each organization has the following options for submitting the MSA:

- a. *Electronic/digital signature.* To sign the PDF form electronically, a “digital signature” is required. Email to msa@qualityforum.org. If you do not already have a digital signature, refer to the “*Obtaining a Digital Signature*” section of this document (page 5), for more information.
 - b. *Print, sign, scan.* Email to msa@qualityforum.org
 - c. *Print, sign, fax* to 202-783-3434.
7. If no issues have been identified, you will receive your executed MSA (signed by NQF) via email.
8. **Once your MSA has been executed, review and complete the Addendum for EXISTING measures AND the Addendum for adding NEW measures.**
 - a. Where indicated, each Addendum should reference the date the MSA was fully executed (signed by NQF).
 - b. The Addendum for adding NEW measures must list all measures being newly submitted for review.
 - i. Stewards submitting new measures to multiple projects must only include measures in the Addendum that correspond to the project with the current measure submission deadline.
 - ii. An addendum(s) listing any additional measures (for other topic areas/projects) must be submitted with the corresponding measure submission deadline for subsequent projects.
 - c. Review the Addendum for EXISTING measures to ensure it is comprehensive and includes a complete list of all currently endorsed measures owned by the steward. This list may contain measures from multiple topic areas.
9. **Sign and submit the Addenda.** Identify someone from your organization that will be responsible for signing the Addenda. The signature must be digital or an original hand-written signature. Each organization has the following options for submitting the Addenda:
 - a. *Electronic/digital signature.* To sign the PDF forms electronically, a “digital signature” is required. Email to msa@qualityforum.org. If you do not already have a digital signature, refer to the “*Obtaining a Digital Signature*” section of this document (page 5), for more information.
 - b. *Print, sign, scan.* Email to msa@qualityforum.org
 - c. *Print, sign, fax* to 202-783-3434.
10. If no issues have been identified, you will receive copies of the fully-executed Addendums (signed by NQF) via email.

Submitting an Addendum to Add New Measures to a Fully-executed MSA

If your organization:

- Currently stewards one or more NQF-endorsed measures; AND
- Is submitting new measures for consideration; AND
- Currently has a fully-executed MSA in the version released by NQF in November 2013,

Please follow the instructions below for submitting an addendum to your MSA:

1. **Download the Addendum for NEW measures** from the NQF website.
2. **List all newly submitted measures corresponding to an individual project.**
 - a. All required fields (outlined in red) must be complete.
 - b. Where indicated, the addendum should reference the date the MSA was fully-executed (signed by NQF).
 - c. The addendum must list all new measures being submitted for review.
 - i. Stewards submitting measures to multiple projects must only include measures in the Addendum that correspond to the project with the earliest measure submission deadline.
 - ii. An addendum listing any additional measures must be submitted with the corresponding measure submission deadline for subsequent projects.
3. **Check the Addendum for accuracy.** Measure stewards should review the addendum for accuracy before submitting.
4. **Sign and submit the Addendum on or before the measure submission deadline.** Identify someone from your organization that will be responsible for signing the Addendum. The signature must be digital or an original hand-written signature. Each organization has the following options for submitting the Addendum:
 - a. *Electronic/digital signature.* To sign the PDF form electronically, a “digital signature” is required. Email to msa@qualityforum.org. If you do not already have a digital signature, refer to the “*Obtaining a Digital Signature*” section of this document (page 5), for more information.
 - b. *Print, sign, scan.* Email to msa@qualityforum.org
 - c. *Print, sign, fax* to 202-783-3434.
5. If no issues have been identified, you will receive a copy of the fully-executed Addendum (signed by NQF) via email.

Execution of the MSA and Addenda

- MSA’s and Addenda will be reviewed for accuracy by NQF Staff upon submission by the steward.
- MSA’s and Addenda found to be incorrect or missing required information will be returned to the steward via email for further updates.
- NQF will return a copy of the executed MSA and/or Addendum (with NQF signature) to the steward via email prior to posting measures online for public viewing.

Obtaining a Digital Signature (IDs)

- There are two varieties of digital signatures, self-signed and those issued from a certificate authority.
- NQF prefers signatures issued from certificate authorities but will accept a self-signed digital ID if one from a certificate authority is not available
- For more information on digital signatures please refer to: [Adobe Acrobat on Digital IDs](#).

For questions, please contact NQF Staff via msa@qualityforum.org.

**MEASURE STEWARD AGREEMENT
BETWEEN
NATIONAL QUALITY FORUM
AND**

This **MEASURE STEWARD AGREEMENT** (the “Agreement”) is entered into by and between National Quality Forum (“NQF”) and _____ (“Steward”), effective upon NQF’s acceptance of the Agreement.

WHEREAS, NQF is a nonprofit organization whose mission is the improvement of the quality of American health care; and

WHEREAS, the evaluation of health care performance measures through an endorsement process is part of that mission; and

WHEREAS, Steward wishes certain health care performance measures to be considered for endorsement; and

WHEREAS, NQF and Steward (collectively, the “Parties”) wish to acknowledge and agree upon the terms for bringing forward such health care performance measures for endorsement consideration;

NOW, THEREFORE, in consideration of the foregoing, NQF and Steward agree as follows:

I. Definitions

A. **“Measure”** means a health care performance measure submitted by Steward for endorsement. Any reference in this Agreement to “Measure” means each health care performance measure submitted by the Steward for consideration for endorsement by NQF.

B. **“Fee-Based Measure”** means a Measure that requires the use of a grouper, risk adjustment, other methodology or any component that is not publicly available or free of charge and is essential to calculating the Measure.

C. **“Permitted Use”** means the use of a Measure for any of the following purposes:

1. calculating, reporting, or displaying of Measure results to:
 - a. the public, free of charge; or
 - b. public and private purchasers of, and payers for, health care related service and products; or
 - c. federal, state, or local regulatory programs and regulators.
2. improving or auditing the internal performance of an organization or individual where the improvement or audit is performed by such organization or individual.

II. Submission of Measure

A. Steward submits Measure for endorsement on a voluntary basis and agrees to comply with NQF’s processes for Measure submission and endorsement, as may be amended from time to time.

B. Steward will submit the Measure(s) that are subject to this Agreement according to a process prescribed by NQF, including but not limited to an electronic method. Any such measures are incorporated by reference into this Agreement.

III. NQF Review of Measure

A. NQF will review Measure in accordance with its Measure endorsement process and criteria. Steward acknowledges that NQF’s process and criteria for Measure endorsement may change over time. Steward acknowledges that NQF’s endorsement decision depends upon Steward’s full disclosure of information about the Measure.

B. If NQF proposes changes to a Measure prior to initial endorsement, NQF shall notify the Steward of the proposed changes, and the Steward shall have the right to accept such changes or reject the changes and withdraw the Measure from consideration for initial endorsement. If NQF proposes changes to a Measure during maintenance review, NQF shall notify the Steward of the proposed changes, and the Steward shall have the right to accept such changes or reject the changes and NQF may remove endorsement of the Measure undergoing maintenance review. If Steward withdraws the Measure from consideration for initial endorsement or maintenance review for any reason, NQF shall have no right to endorse the original or modified Measure unless Steward elects to re-submit the original or modified Measure.

C. NQF, in its sole discretion, determines whether to endorse a Measure. Steward or a third party may appeal a decision to endorse a Measure through NQF's appeals process. The result of an appeal of a Measure endorsement decision is final.

D. In order to maintain endorsement, Steward must cooperate with the measure maintenance process, which occurs approximately every three (3) years.

IV. Disclosure of Measure Details

A. Measure Disclosure Prior to Endorsement. Measure disclosure to NQF prior to endorsement means disclosure of complete information regarding the Measure to NQF's staff, directors, committee members, its agents, and the public for the purpose of evaluation, analysis, or display of the Measure in connection with NQF endorsement, including but not limited to:

1. detailed measure specifications, including codes with descriptors, algorithms/measure logic, and risk adjustment model;
2. information supporting the usability and use of the measure;
3. information supporting the feasibility of the measure;
4. evidence supporting the measure focus;
5. data and results generated from testing the measure; and
6. for a Fee-Based Measure, the proposed price structure for the grouper, risk adjustment, other methodology or component that is essential to calculating the Fee-Based Measure.

B. Measure Disclosure Following Endorsement Decision.

1. Endorsed Measure. If the Measure is endorsed, NQF may disclose, display publicly and make available in any format it chooses:

- a. complete information regarding the Measure, including all information disclosed by the Steward under Section IV.A;
- b. the Measure Submission Form;
- c. all updates to the Measure; and
- d. a link from NQF's website to the Steward's website.

2. Rejected or Withdrawn Measure. If the Measure is not endorsed, or the Steward withdraws an unendorsed Measure from the evaluation process, NQF may disclose, display publicly and make available in any format it chooses:

- a. complete information regarding the Measure, including all information disclosed by the Steward under Section IV.A;
- b. the Measure Submission Form; and
- c. the reason why the Measure was not endorsed.

3. Measure Endorsement Removed. If NQF removes Measure endorsement or the Steward withdraws an already-endorsed Measure, NQF may disclose, display publicly and make available in any format it chooses:

- a. complete information regarding the Measure, including all information disclosed by the Steward under Section IV.A;
- b. the Measure Submission Form; and
- c. the reason why Measure endorsement was removed or the Measure withdrawn.

4. Survival. This Section IV.B. shall survive the expiration or termination of this Agreement.

V. Conditions of Endorsement

A. Steward must make the Measure specifications generally available for Permitted Uses, free of charge and on a non-discriminatory basis. Steward must make a Fee-Based Measure available for Permitted Uses according to the pricing structure submitted as part of the endorsement process and shall notify NQF if the Steward imposes a fee or charge that is

inconsistent with the pricing structure submitted at the time of endorsement. In connection with a Fee-Based Measure only, Steward may require a user to enter into a no-cost non-disclosure or licensing agreement in order to use the Fee-Based Measure for a Permitted Use.

B. Steward must maintain the Measure throughout the period of endorsement. Steward's failure to maintain the Measure may result in the removal of endorsement.

C. If Steward changes a Measure following endorsement, Steward must notify NQF of the changes as soon as practicable and make them available to the public free of charge. A change to a grouper, risk adjustment, other methodology or similar component in a Fee-Based Measure must be made available to the public and any charge for such component must be reasonable.

D. Steward agrees to cooperate with ad hoc reviews. Triggers for ad hoc reviews include, but are not limited to, a material change in a Measure or a change in evidence supporting the Measure.

E. Steward may refer to a currently endorsed Measure as "NQF-endorsed[®]." Steward agrees to comply with guidelines that NQF may issue in connection with publicizing the status of the endorsed measure.

VI. Term and Termination.

A. This Agreement is effective as of the date above written and shall have a term, with respect to each Measure brought forward for endorsement under this Agreement, from the date of submission for endorsement until a given Measure is up for maintenance, unless this Agreement is otherwise terminated.

B. NQF may terminate this Agreement with respect to a given Measure upon ten (10) days written notice of its decision to remove endorsement of such Measure. NQF shall notify Steward of the reasons for removing endorsement and provide Steward with a reasonable opportunity to address the reasons for removing endorsement. The determination of whether Steward has sufficiently addressed such reasons, as well as the determination to remove endorsement, shall be made in NQF's sole discretion.

C. If Steward requests that NQF remove endorsement of a Measure or the Steward withdraws an unendorsed Measure from the evaluation process, this Agreement will terminate

with respect to that Measure upon the effective date of endorsement removal or the date the unendorsed Measure is removed from the evaluation process.

D. If Steward does not wish to continue as Steward of a Measure, Steward must provide written notice to NQF as soon as practicable following such decision and such Measure will be handled in one of the following ways:

- a. Steward may request removal of endorsement from the Measure as described in Subsection C of this Section VI;
- b. Steward may transfer stewardship of the Measure to an identified organization according to NQF process and the Steward will have no responsibility for such Measure;
- c. Steward may authorize NQF to search for a replacement steward; or
- d. NQF may remove Measure endorsement.

E. If Steward does not maintain the Measure and does not respond to NQF's inquiries regarding the Measure, NQF may, in its discretion, search for a replacement steward or remove endorsement from the Measure.

VII. Indemnification and Liability.

A. Steward shall hold NQF harmless and indemnify NQF for any and all costs, damages, and expenses, including reasonable attorneys' fees, incurred by NQF and arising out of: (i) any claim, action, suit or allegation that the Measure or use thereof infringes or constitutes a misappropriation of any trademark, patent, copyright, trade secret, proprietary right or similar property right, or (ii) any claim, action, suit or allegation that is based on Steward's negligence or willful misconduct related to the Measure.

B. Steward waives any claim against NQF and releases NQF from any liability arising from a decision to endorse, decline to endorse, or remove endorsement of a Measure.

C. Steward acknowledges that information regarding Steward's Measure(s) and displayed by NQF is only as accurate as the information provided by Steward. Steward waives any claim against NQF and releases NQF from any liability resulting from inaccurate display of information regarding Steward's Measure(s) unless such inaccuracy is a result of NQF's gross negligence or willful misconduct. Any such damages shall be limited to actual damages.

D. This Section VII shall survive the expiration or termination of this Agreement.

VIII. Miscellaneous.

A. Any notice or other communications under this Agreement must be in writing and will be considered given on the date delivered to the other party through a method capable of tracking. Notices shall be sent to:

National Quality Forum
1099 14th Street NW
Suite 500
Washington, DC 20005
ATTN: Office of General Counsel

B. This Agreement may only be amended in writing through a document signed by both Parties.

C. The Parties will attempt to resolve any disputes between them through negotiation or other informal means. In the event that a dispute cannot be resolved in this manner, the Parties will submit to binding arbitration in accordance with the rules of the American Arbitration Association. This subsection shall survive the expiration or termination of this Agreement.

D. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia, without reference to conflicts of law provisions. This subsection shall survive the expiration or termination of this Agreement.

E. The undersigned each respectively represents that each party is authorized to sign this Agreement on behalf of the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties sign below to indicate their acceptance of this Agreement.

NATIONAL QUALITY FORUM

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

_____/_____/_____
Date

_____/_____/_____
Date