

**CIRCULATION DRAFT - 6/16/2015**

Date

Hospital Administrator  
ABC Hospital  
Address

**Re: MARCH OF DIMES FOUNDATION  
Big 5 State Perinatal Collaborative Antenatal Corticosteroid Treatment (ACT) Pilot**

Dear Dr./Mr./Ms.:

This letter sets forth the agreement ("Agreement") between the XXX Chapter of the March of Dimes Foundation ("MOD") and ABC Hospital ("Hospital"), (together, "Parties" and each, a "Party").

Our mutual purpose under this Agreement is to implement the "March of Dimes Foundation Big 5 State Perinatal Collaborative Antenatal Corticosteroid Treatment (ACT) Pilot" ("Pilot"). In doing so, MOD will be providing proprietary components of the Pilot ("Change Bundle") to Hospital for implementation, and licensing Hospital to use the Change Bundle in accordance with the program elements set forth on Appendices A, B and, C, each attached to, and made a part of, this Agreement. As described in the Appendices, Hospital will join a network of hospitals from across the Big 5 States (California, Florida, Illinois, New York and Texas), organized by MOD, that have also agreed to implement the Pilot, to establish hospital policies and procedures that improve the appropriate and timely administering of ACT for 23-34 week deliveries.

**Term and Termination.** This Agreement will commence on September 1, 2015, and end on February 28, 2017 ("Term"), unless earlier terminated. Each Party has the right to terminate this Agreement, without cause, by providing the other Party with not less than thirty (30) days' prior written notice. Each Party has the right to terminate this Agreement for a material breach with not less than ten (10) day's prior written notice. In addition, MOD shall have the right to terminate this Agreement immediately by delivering written notice to the Hospital upon the occurrence of the following:

- (i) The dissolution, liquidation, bankruptcy or insolvency of the Hospital;
- (ii) Any action by the Hospital that MOD reasonably determines is detrimental to the business or reputation of MOD;
- (iii) The suspension, revocation or other limitation of the authority of the Hospital to operate under its existing agreements; or
- (iv) The unauthorized use or disclosure of MOD Components, MOD Marks, patient information, or any MOD Confidential Information

Upon expiration or termination of this Agreement, Hospital will immediately discontinue all use of MOD's resources including without limitation, MOD Marks as defined below, materials containing MOD Confidential Information and any and all technology and other services provided by MOD's vendor, third party entity – Healthcare Quality Catalyst, LLC ("Health Catalyst") in support of the Pilot, and Hospital will promptly deliver to MOD any materials containing MOD Confidential Information, MOD Marks, any MOD components of the Pilot and any other Pilot related resources or materials.

**MOD Trademarks.** MOD has exclusive rights, title and interest in its trade name, trademarks, service marks logo, and other indicia of origin owned by MOD ("MOD Marks"). The MOD Marks shall not be used by Hospital for any reason, including but not limited to publication and/or distribution of any materials produced by Hospital hereunder, without the express, prior written consent of MOD. This provision shall survive the expiration or termination of this Agreement.

**No Exclusivity.** This Agreement is not exclusive and nothing in this Agreement shall prevent MOD from entering into agreements with other parties in connection with the Pilot.

**Confidentiality and Non-disclosure.** Hospital shall keep confidential information pertaining to MOD's business practices, programs, events, sponsors, business systems, data, information, procedures, donors and other, similar information ("MOD Confidential Information").

In accordance with the Agreement entered into by and between MOD and Health Catalyst in connection with the services to be provided for the Pilot by Health Catalyst, Hospital agrees to abide by the following pass thru obligations noted under Section 5.2 (Protections) and Section 5.7 (Feedback) of that Agreement:

- (i) Keep confidential all services provided by Health Catalyst for the Pilot, to include Licensed Software, Licensed Resources, Documentation, Deliverable or Methodology (Collectively, "Services"). Accordingly, Hospital shall not disclose or transfer those services to any other person or entity other than to its employees and consultants on a reasonable "need to know basis".
- (ii) Hospital shall have no rights to any source code for Licensed Software provided by Health Catalyst; and shall not decompile, disassemble or reverse engineer any such Licensed Software or attempt to discover or reproduce the source code for same.
- (iii) Hospital shall not modify any Licensed Software or create any derivative work based on any Licensed Software.
- (iv) Hospital shall not disclose to any third parties the results of any benchmark testing or other testing of Licensed Software or any comparison of any Licensed Software or Licensed Resources with any other software.
- (v) Copying, modification or distribution of any Licensed Software, Licensed Resources, Documentation, Deliverables or Methodology in any manner shall be deemed an infringement of applicable copyrights and other applicable property rights.

Further, to the extent that Hospital creates any feedback such as any modifications, improvements, updates and enhancements to the Services and any derivative works in connection with such modifications, updates and enhancements ("Feedback"), then Health Catalyst will own such Feedback and the intellectual property in same. Hospital hereby agrees to assign and assigns to Health Catalyst all copyrights, patent, trade secrets in and to such Feedback.

**Data, Data Sharing and Permitted Uses.** In connection with the implementation of the Pilot by Hospital, Hospital will be providing certain patient information comprised of *protected health information* to MOD (“ACT-PHI”); such ACT-PHI will include without limitation, information on individual ACT given to patients who deliver preterm between 23-34 weeks gestational age. The ACT-PHI will be transferred by Hospital on an ongoing basis to MOD by means of a secure web-based data portal as described below. Monthly and quarterly reports comprised of summarized aggregate data that is de-identified (“ACT-Data”) produced from the ACT-PHI provided by hospitals participating in the Pilot (“Pilot Hospitals”) will be generated at the direction of MOD (“MOD Reports”) and made available to the Pilot Hospitals through the web-based data portal described below. Specific Pilot Hospitals will not be identified in the ACT-Data or under the MOD Reports. Hospital may use the MOD Reports to improve the appropriate and timely administering of ACT for 23-34 week preterm deliveries, with the goal of administering a complete course of antenatal corticosteroids within 24 hours to 7-days prior to the preterm delivery. The MOD Reports may not be shared by Pilot Hospitals with the media absent the express and prior written consent of MOD. MOD will undertake analysis of the ACT-PHI and the ACT-Data to further an understanding of the appropriate and timely administering of ACT and promote quality improvement initiatives for improving the appropriate and timely administering of ACT for 23-34 week preterm deliveries.

The MOD Reports will also be made available to the Act Oversight Committee (as defined below). Additionally, the MOD Reports may be made available to various health organizations and entities, the media and the general public. Only the ACT-Data will be used by MOD for the purposes of publication; and MOD will obtain the consent of Hospital for use of its name in any such publication.

A secure web-based data portal for use in connection with the Pilot will be provided by MOD through Health Catalyst (the “ACT Data Portal”). Health Catalyst will maintain the ACT Data Portal and the database for ACT-PHI, ACT-Data, MOD Reports, documentation, communications and other information in connection with the Pilot (the “ACT Database”) on behalf of MOD.

The ACT Data Portal and Act Database will be used by MOD (and its designees), the Pilot Hospitals and the Act Oversight Committee (as defined below). The ACT Data Portal will serve as a mechanism for:

- (i) the transfer and entry of ACT-PHI collected by Hospital to MOD on an ongoing basis;
- (ii) the retrieval of (“ACT-Data”) under the MOD Reports generated by Health Catalyst at the direction of MOD; and
- (iii) various other communications in connection with the Pilot, such as questions, schedules, meetings, etc.

Hospital will be provided a password protected login to the ACT Data Portal for the entry of the ACT-PHI using an ACT Data Collection Form provided to Hospital by MOD as part of the collection of its patient information. The electronic transmittal of ACT-PHI via the ACT Data Portal is required and the ACT-PHI is to be encrypted during transfer.

MOD will permit Hospital access to the ACT Data Portal to transfer and enter the ACT-PHI it has collected. Each Party will provide the other Party with a list of its authorized employees, agents and/or contractors (“Authorized Designees”) who will be permitted access to the ACT Data Portal solely for the purposes described in this Agreement. Each Authorized Designee will be required to create an access account, including user name and password, for such access. The ACT Data Portal and each of the access accounts will collectively be referred to in this Agreement as the “IT Resources”.

Hospital represents and warrants that it will (i) secure its own technology and the IT Resources, including all information used by its own Authorized Designees to gain entrance to the ACT Data Portal, and (ii) ensure the execution of a Business Associate Agreement (“BAA”), data use agreement, or confidential/non-disclosure agreements by its own respective Authorized Designees, whichever is appropriate. Hospital will promptly notify MOD in writing of any change in the authorization status for any of its Authorized Designees.

The parties agree that ACT-Data may be shared with the Pilot Hospitals (and their respective designees). Each Pilot Hospital shall have access to its own respective ACT-PHI, and shall have access to the ACT-Data of the various other Pilot Hospitals as provided under the MOD Reports. Such access will support Hospital in its quality improvement efforts, facilitate improvements in quality of care in connection with the timely administering of ACT for 23-34 week preterm deliveries and serve to address data quality issues. By executing this Agreement, Hospital hereby agrees to comply with all applicable confidentiality and privacy laws and regulations in connection with ACT-Data, ACT-PHI, consistent with the Compliance Provision set forth below.

The members of the Big 5 Executive Committee and the party designated by MOD to conduct the evaluation of the Pilot (collectively, the “ACT Oversight Committee”), as well as MOD designated staff will have access to both ACT-PHI and ACT-Data. **Except** for MOD designated staff, each member of the ACT Oversight Committee shall execute a Business Associate Agreement (“BAA”), data use agreement, or confidential/non-disclosure agreement for MOD in connection with its own respective access to ACT-PHI and the ACT-Data, whichever is appropriate. Said agreement is to be executed on behalf of the entity and/or organization with which the ACT Oversight Committee member is affiliated, and the terms of that agreement shall obligate both the entity/organization and the individual ACT Oversight Committee member and any of its other employees, contractors and agents to comply with the terms set forth therein, including without limitation certification of training in connection with the Privacy and Confidentiality Laws and Regulations, as defined under the Compliance Provision below. If the ACT Oversight Committee member is not affiliated with an entity/organization, then that person shall execute a Business Associate Agreement (“BAA”), data use agreement, or confidential/non-disclosure agreement in his (or her) individual capacity, whichever is appropriate. Further, MOD and its vendor -- Health Catalyst, shall enter into a separate agreement for maintenance of the confidentiality and security of the ACT-Data to be disclosed to and held by Health Catalyst.

Each and every party with access to ACT-PHI and the ACT-Data, as the case may be, shall duly secure such data in accordance with the terms set forth under this Agreement and shall employ appropriate safeguards to prevent the use and disclosure of ACT-PHI and the ACT-Data, except as expressly permitted by this Agreement. The foregoing shall not be construed to restrict Hospital’s use and disclosure of its own *protected health information* inclusive of the ACT-PHI. Safeguards will include without limitation the following: data and reports are not to be downloaded and stored on unsecured computers or laptops; access to data may not be shared with third parties. Each Party will notify the other Party immediately of any unauthorized use or disclosure of the ACT-PHI or ACT-Data

**Intellectual Property.** The Parties understand and agree that intellectual property rights and interests in connection with the “March of Dimes Big 5 State Perinatal Collaborative Antenatal Corticosteroid Treatment Pilot and the Change Bundle” (“Change Bundle”) are held by the March of Dimes Foundation. Hospital will use the Change Bundle solely in connection with the Pilot and there shall be no such other

or additional use of the Change Bundle by Hospital without the prior written consent of MOD This provision will survive the expiration or termination of this Agreement.

**Publication and Use Rights.** Hospital may use its own respective data internally for its own quality improvement and other purposes. Hospital may publish its own respective data on its own. In such event of publication, Hospital must obtain the prior written consent of the March of Dimes for use of MOD's name, trademarks and references to the Pilot, which approval shall not be unreasonably withheld. Where MOD's consent is provided, MOD will be given a credit in that publication and the publication will be imprinted with the following disclaimer: *The opinions expressed in this material are those of the author(s) and do not necessarily reflect the views of the March of Dimes Foundation.* Hospital will provide to MOD a courtesy copy of any such professional and/or academic paper or writing it may develop in connection with the Pilot and related activities, findings and data.

ACT-Data and any other information obtained in connection with or otherwise generated from the Pilot, including without limitation the identification of the Pilot Hospitals, shall not be used by the Hospital or the ACT Oversight Committee for marketing purposes, or for any purposes other than those enumerated under this Agreement.

MOD is authorized to exercise publication rights and privileges in professional and/or academic papers and other writings it may develop in connection with the Pilot and related activities, findings and data. Any and all data received from Hospital and used in any such publication will be de-identified. In order for MOD to use Hospital's name in a publication associated with the Pilot, MOD must receive the prior written consent of Hospital, which approval shall not be unreasonably withheld. Where Hospital's consent is provided, Hospital will be given a credit in that publication.

**Attribution and Recognition.** Any publication that references the Pilot or the Change Bundle will credit MOD with copyright ownership rights in and to the Pilot and the Change Bundle. The March of Dimes Big 5 State Perinatal Collaborative will be credited for developing the Change Bundle.

**Indemnification.** Each Party agrees to indemnify the other Party from and against all claims, losses, liability, damages or expenses (including reasonable attorneys' fees and costs) due to the negligence, gross negligence, and/or willful misconduct (collectively, "Errors") of the other Party, its employees, contactors or agents. In addition, Hospital will indemnify MOD and Health Catalyst, respectively, for Hospital's Errors in connection with its implementation of the Pilot, use of the Change Bundle, and use of the Data Portal and any other resources provided by Health Catalyst. This indemnification provision shall survive the expiration or termination of this Agreement.

**Compliance.** Each party agrees to comply with all applicable laws, regulations, rules and policies in connection with its obligations hereunder.

To the extent applicable to its respective activities under this Agreement, each party hereto affirms, for itself, its employees, members, volunteers, contractors and agents, to abide by and take all necessary steps to comply with all laws and regulations applicable to its performance of obligations under the Agreement, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its privacy rules and the HITECH Act and HIPAA Omnibus Rule, and amendments thereto, and all other laws and regulations regulating access, use, disclosure, security, confidentiality and patient privacy of any and all "protected health information" and any other patient information it may have access to in performance of obligations hereunder (collectively referred to as, "Privacy and Confidentiality Laws and

Regulations"). Hospital agrees to cooperate with the March of Dimes Foundation in all respects in connection with compliance with any and all such laws and regulations; cooperation to include without limitation the execution of documents as reasonably requested by the March of Dimes Foundation in connection therewith, such as Business Associate Agreements and any and all other *pass-thru* compliance agreements. All such documents and agreements to be incorporated under this Agreement. Further, to the extent applicable to its respective activities, each party certifies for itself, and its respective employees, volunteers, members, agents and contractors, the completion of training for the acquisition of knowledge in connection with compliance with "Privacy and Confidentiality Laws and Regulations, including without limitation compliance with data security and breach notification requirements. In the event of a breach, the breaching party will promptly notify the non-breaching party of the breach in writing and within 30 days following such notification, provide the non-breaching party with written notification of its steps to mitigate such event and to prevent reoccurrence.

In addition to the indemnification provided above under the provision labeled (Indemnification), each party hereby agrees to indemnify and hold harmless the other from any and all claims, actions, lawsuits, damages, penalties, cost, expense and reasonable attorney fees arising from the acts or omissions of the indemnifying party, its employees, members, volunteers, contractors and agents in connection with compliance with laws and regulations applicable to the subject matter hereunder, and their respective acts, omissions and breach of covenants, representations and warranties in connection with the use, disclosure, maintenance of confidentiality and security of any and all data acquired as a consequence of its own respective activities hereunder. This indemnification provision shall survive the term of this agreement.

Compliance with respect to data retrieval and sharing will require Hospital to, among other things, (i) secure IRB review as appropriate, (ii) obtain appropriate permissions, (iii) follow its own protocols; and (iv) employ safeguards to secure data as described above under *Data, Data Sharing and Permitted Uses*. The March of Dimes will obtain IRB review as appropriate.

Hospital certifies that it is not debarred or otherwise excluded from participation in Medicaid, Medicare or any other governmental medical reimbursement programs. Additionally, Hospital certifies that at the time of execution of this Agreement, it is not presently listed on the Federal Excluded Party List or on the Federal Watch List. Hospital will provide MOD with prompt written notice of any change in Hospital's status as certified to hereunder.

The parties hereto agree to provide their fullest cooperation to one another as to compliance and satisfaction of all obligations hereunder.

**Additional Provisions.** Each Party will maintain insurance coverage in such amounts as may be customarily maintained by a party engaged in its activities. Hospital shall have no authority to bind MOD to any other agreements or undertakings. This Agreement shall be governed by New York law, subject to superseding Federal law, and venue of any action brought under this agreement shall be in the state or federal courts located in Westchester County, New York. This Agreement may not be assigned or subcontracted by either Party without the express written consent of the other Party. This Agreement represents the entire agreement between the Parties which supersedes any written or oral communications, agreements, commitments or undertakings created or made before the date of this Agreement.

**Notices.** All notices or other communications between the Parties shall be delivered via mail, fax or electronic mail to the following addresses:

**If to MOD:** March of Dimes Foundation  
XXX Chapter  
Address  
Contact Name  
Phone and Fax  
Email

**With a copy to:** March of Dimes Foundation, National Offices  
1275 Mamaroneck Avenue  
White Plains, NY 10605  
Attn: SVP & Deputy Medical Director  
Phone: (914) 997-4705  
Fax: (914) 997-4576

**If to Hospital:** XYZ Hospital  
Address  
Contact name  
Phone & Fax  
Email

Please indicate your acceptance of the terms and conditions of this Agreement by signing on the designated signature block on the next page.

Sincerely,

**MARCH OF DIMES FOUNDATION/  
XXX CHAPTER**

\_\_\_\_\_  
State Director

**Dated:** \_\_\_\_\_, 2015

**Appendices (3)**

Appendix A – March of Dimes Big 5 State Perinatal Collaborative ACT Pilot Change Bundle

Appendix B – Hospital Implementation Steps and Timeline

Appendix C – Scheduling Form

**\* EXECUTION PAGE FOLLOWS \***

**READ AND AGREED TO BY:**

**XXX HOSPITAL**

\_\_\_\_\_  
Insert Signatory Name and Title

**Dated:** \_\_\_\_\_, 2015

**Federal I.D. #:** \_\_\_\_\_

**ACKNOWLEDGED BY:**

**MARCH OF DIMES FOUNDATION/  
NATIONAL OFFICES**

\_\_\_\_\_  
Scott Berns, MD, MPH

Senior Vice President & Deputy Medical Director

Dated: \_\_\_\_\_, 2015

## APPENDIX A

### March of Dimes Big 5 State Perinatal Collaborative ACT Pilot Change Bundle

#### Under the Pilot, the March of Dimes will provide to Hospital:

I. Components *a* through *d* below at NO COST to Hospital and educational materials at COST to Hospital in connection with the Pilot, as enumerated under component *e* below. All components listed under this Appendix A, Section II, items *a* through *e*, are collectively referred to as the “Change Bundle”.

The Hospital acknowledges and agrees that the right to use the Change Bundle is for its own sole use, and the Hospital agrees to use same only in accordance with the terms of and for the purposes described in this Agreement. The Hospital agrees not to remove, change or obliterate any copyright, confidential or proprietary notice incorporated in or on any of the Change Bundle components, and to include on any permitted copying or public dissemination or other publication of any proprietary components of the Change Bundle, such copyright or other proprietary notice as required by MOD.

The Hospital further agrees that it shall not copy, publicly distribute or disseminate, sell, modify, adapt, translate, or create any derivative works of the Change Bundle, in whole or in part, or develop any improvements or enhancements thereto, without the prior written consent of MOD. The Hospital acknowledges that any adaptation, translation, improvement, enhancement and any other derivative work of any of the Change Bundle components will each be deemed a “new MOD project component”, whether or not authorized by MOD; and such shall be deemed to be created as a “work for hire” by the Hospital on behalf of MOD, and that to the extent any such work is not a “work for hire” under applicable law, the Hospital hereby expressly assigns and transfers to MOD all right, title and interest in and to such work. Notwithstanding anything to the contrary contained under this Agreement, Hospital shall not adapt, translate, improve, enhance or otherwise modify any of the Change Bundle components in any manner without the prior and express written consent of MOD.

II. The components of the Change Bundle are as follows:

a. Grand Rounds

A National Speakers Bureau, to support hospital Grand Rounds

b. March of Dimes Big 5 State Perinatal Collaborative ACT Pilot Web Based Data Portal:

- Monthly and quarterly reports detailing key indicators and outlining change from previous months both in tabular and graphic form
- Reports may include hospital data comparisons to aggregate data from other hospitals (without hospital identifiers) if appropriate
- Key indicators include, but are not limited to, the rate of antenatal corticosteroid treatment for 23-34 week preterm deliveries

- c. The following will be provided on-line via secure log on and password protected application:
- “Monthly Webinars” – Presented by content leaders from across the country who have expertise in perinatal care and quality improvement. Webinars to provide step-by-step implementation guidance.
    - Improving Appropriate and Timely Administering of ACT:  
A Quality Improvement Initiative
    - Medical Benefits of Timely and Appropriate Administering of ACT  
Standardizing Processes to Improve Appropriate and Timely Administering of ACT
    - ACT Documentation, Reporting and Data Entry
    - Establishing Physician & Nurse Leadership and Staff Responsibilities
    - Building Consensus – Difficult Provider Q&A
    - Patient Education
- d. Access to “Experts in the Field”
- Monthly “office hours”, which are live chats with National Quality Improvement (“QI”) experts and providers (e.g., to ask questions, etc.)
- e. Educational Materials
- MOD patient educational materials are available and will be purchased by Hospital to support Hospital’s implementation of the Pilot. Suggested materials include, but are not limited to *Signs and Symptoms of Preterm Labor*.

A complete listing of MOD educational materials is available to Hospital in the MOD’s 2015 Product Catalog located at [www.marchofdimes.com/catalog](http://www.marchofdimes.com/catalog)

**APPENDIX B**

**March of Dimes Big 5 State Perinatal Collaborative ACT Pilot**

**Hospital Implementation Steps and Timeline  
(MAP-IT Model)\***

Implementation Step	Benchmark	Timeline
Preparing the Hospital Partner	<input type="checkbox"/> Recruit Hospital Physician Champion <input type="checkbox"/> Establish Hospital Quality Improvement (“QI”) Leadership that will lead the rollout of the Change Bundle within their hospital <input type="checkbox"/> Understand process to change hospital policy	Summer 2015
Step 1 – Mobilize QI Team (M)	Hospital QI Leadership convenes meeting to establish the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Aim Statement</li> <li><input type="checkbox"/> Change strategy and timeline that addresses:               <ul style="list-style-type: none"> <li>- Re-writing Hospital Policy</li> <li>- Standardizing ACT Process</li> <li>- Updating order sets to include ACT</li> </ul> </li> <li><input type="checkbox"/> Immediate access to antenatal corticosteroids on Labor and Delivery Maternal transport procedures and documentation form</li> <li><input type="checkbox"/> Identification of barriers to success</li> <li><input type="checkbox"/> Clarifying ACT documentation in medical records and reporting</li> <li><input type="checkbox"/> Clinical education needs – Grand Rounds date identified</li> <li><input type="checkbox"/> Understanding current practice</li> <li><input type="checkbox"/> Launch Date Celebration</li> <li><input type="checkbox"/> Hospital QI Team meetings</li> </ul> <p><b>Big 5 State Team Meeting</b> – Improving the Appropriate and Timely Administering of ACT: A Quality Improvement Initiative</p>	September 2015

		September 2015
Step 2 – Assess the Situation (A)	Current assessment of practice and baseline data collection will be undertaken by each hospital to understand practice, policies and outcomes of ACT among 23-34 week preterm deliveries.  <b>Webinar #1</b> – ACT Documentation, Collection and Reporting	Sept. & Nov 2015  October 2015
Step 3 – Plan Change Tactics (P)	Hospital QI Team  <input type="checkbox"/> Amends or writes new Hospital Policy <input type="checkbox"/> Standardizes all ACT procedures Revises order set to include antenatal corticosteroids <input type="checkbox"/> Establishes and standardizes ACT guidelines for maternal transports <input type="checkbox"/> Institutionalizes patient education <input type="checkbox"/> Plans launch of the Pilot	Sept. – Oct. 2015
Step 4 – Implement (I)	<input type="checkbox"/> Convene dept. meetings to secure buy-in <input type="checkbox"/> Conduct OB clinical staff education <b>Webinar #2</b> Establishing Physician and Nurse Leadership and Clear Staff Responsibilities  <b>Webinar #3</b> Building Consensus – Difficult Provider Q&A	Nov – Dec 2015  November 2015  December 2015
Launch March of Dimes Big 5 State Perinatal Collaborative ACT Pilot - <b>New hospital protocol, policies and procedures fully in-place</b>		Jan. 2016
Step 5 – Track Progress (T)	<input type="checkbox"/> Begin ACT chart abstraction and entry into Data Portal ** <input type="checkbox"/> Obtain and report ACT data monthly to track progress on improving ACT for 23-34 week preterm deliveries <b>Monthly On-going QI Webinars</b>	Jan – Dec 2016

\* This MAP-IT MODEL is to be used for general planning purposes and is subject to modification by the March of Dimes as necessary.

\*\* ACT Data chart abstraction should begin January 2016 and reporting into the ACT Data Portal to commence one month after data collection begins.

APPENDIX C

Hospital ID#: \_\_\_\_\_

Case #: \_\_\_\_\_

**MOD Big 5 ACT Data Collection Form**

Please complete a form for ALL live-born Infants at or between 23<sup>0/7</sup> weeks and 33<sup>6/7</sup> weeks gestational age at delivery. If a multiple delivery, please complete only 1 form for the first live-born baby delivered.

1. What is the race/ethnicity of the mother? (Check only one)
- Hispanic or Latino
  - Non-Hispanic White
  - Non-Hispanic Black
  - Other \_\_\_\_\_
  - Cannot determine

2. What is the primary payment source for delivery listed in the medical record? (Check only one best answer)
- Private insurance/HMO
  - Medicaid
  - Self Pay
  - Other \_\_\_\_\_

3. What date/time did the mother arrive at delivering hospital?
- Date \_\_\_\_\_ (mm/dd/yyyy)  
Time \_\_\_\_:\_\_\_\_ (HH:MM) (24 hr. clock)

4. What date and time was the baby born?
- Date \_\_\_\_\_ (mm/dd/yyyy)  
Time \_\_\_\_:\_\_\_\_ (HH:MM) (24 hr. clock)

5. What was the mother's parity prior to giving birth?
- \_\_\_\_\_ Term (number of term births)  
\_\_\_\_\_ Preterm (number of preterm births)  
\_\_\_\_\_ Spontaneous and induced abortion (number)

6. Gestational age at delivery: \_\_\_\_\_ weeks \_\_\_\_\_ days

7. How was gestational age determined/confirmed? (Check only one)
- Ultrasound <= 20 weeks
  - LMP
  - All other dating: \_\_\_\_\_
  - Cannot determine

8. What was the reason for preterm birth? (Check only one best answer)
- Preterm labor
  - Premature rupture of membranes--PROM
  - Maternal complications (hypertension, bleeding, etc.)
  - Fetal complications (growth restriction, distress, etc.)
  - Other: \_\_\_\_\_

**ACT Administration**

9. Did the mother receive any ACT medication **before this delivery admission**? (Check only one)
- Yes, ACT medication given prior to admission
  - No or cannot tell that any ACT medication given

10. Did the mother receive any ACT medication prior to delivery **during this delivery admission**? (Check only one)
- Yes, ACT medication given this admission **[skip to Q13]**
  - No, ACT medication not given this admission

11. Was the mother seen by a health provider just prior to this Delivery Hospital admission and referred for delivery admission? (Check all that apply)
- No Referral
  - Delivery hospital emergency department
  - Delivery hospital clinic, triage, or observation
  - Referring hospital (came by ambulance or car)
  - Clinic or doctor's office sends or refers for admission
  - Cannot determine

12. Why was ACT not given during the delivery admission? (Check all that apply)
- Already started or received ACT course **[skip to Q13]**
  - Imminent delivery (delivery within 2 hour)
  - Active systemic infection
  - Prior adverse reaction to steroids
  - Fetal distress
  - Lethal fetal anomalies
  - Other \_\_\_\_\_
  - Not available

**END SURVEY IF ACT NOT GIVEN AT ANY TIME**

**1st COURSE: Questions 13-15 ask about the first ACT course ever given during this pregnancy**

13. Where was the 1st ACT **injection** given for the **1st ACT course**? (Check only one)
- Referring or other hospital
  - Delivery hospital
  - Outside clinic or doctor's office
  - Emergency department
  - Cannot determine

14. When did the mother receive her 1st ACT **injection**?
- Date \_\_\_\_\_ (mm/dd/yyyy)
- Can't determine date
- Time \_\_\_\_:\_\_\_\_ (HH:MM) (24 hr. clock)
- Can't determine time

15. Was a complete 1st ACT course given? This requires multiple **injections**. A complete course of Betamethasone equals two **injections**. A complete course of Dexamethasone equals four **injections**. (Check only one)
- Yes
  - No
  - Cannot determine

**2nd COURSE: Questions 16-18 ask about the second ACT course ever given during this pregnancy**

16. Was a 2nd partial or full ACT course given? (Check one)
- Yes **[Complete back side of form]**
  - No **[survey end]**
  - Cannot determine **[survey end]**

17. Where was the first ACT **injection** given for the **2nd ACT course**? (Check only one)

- Referring or other hospital
- Delivery hospital
- Outside clinic or doctor's office
- Emergency department
- Cannot determine

18. When did the mother receive her first ACT **injection** for the **2nd course**?

Date \_\_\_\_\_ (mm/dd/yyyy)

- Can't determine date

Time \_\_\_\_:\_\_\_\_ (HH:MM) (24 hr. clock)

- Can't determine time

**Other ACT Injections: Question 17 asks about any additional ACT injections after the 2nd course.**

19. Were any additional ACT injections given after completing the second course? (Check only one)

- Yes
- No
- Cannot determine

#### OPTIONAL JOINT COMMISSION DATA ELEMENTS

A. What is the mother's age (years)? (Check only one)

- < 8 years
- 8 to 64 years
- 65 or more years
- Cannot determine

B. Was the mother's length of stay in the hospital > 120 days? (Check only one)

- Yes
- No
- Cannot determine

C. Was the mother enrolled in a research clinical trial? (Check only one)

- Yes
- No
- Cannot determine

**MOD Big 5 ACT Data Collection Form  
Frequently Asked Questions**

1. What is the race/ethnicity of the mother? (Check only one)
2. What is the primary payment source for delivery listed in the medical record? (Check only one best answer)

*Private insurance/HMO includes all private plans even those that are partially funded by government funding through ACA or other programs*

*Medicaid refers to any state Medicaid program such as MediCal.*

3. What date/time did the mother arrive at delivering hospital?
4. What date and time was the baby born?
5. What was the mother's parity prior to giving birth?
6. Gestational age at delivery: \_\_\_\_\_ weeks \_\_\_\_\_ days

7. How was gestational age determined/confirmed? (Check only one)

*If some other dating method other than ultrasound <=20 weeks or LMP, mark "all other methods."*

8. What was the reason for preterm birth? (Check only one best answer)

*Sometimes it is hard to distinguish maternal and fetal reasons. If delivery is related to fetal growth and placental/cord sufficiency, these should be considered fetal complications. If there are both maternal and fetal complications, select the underlying or predominant complication. .*

**ACT Administration**

9. Did the mother receive any ACT medication **before this delivery admission**? (Check only one)

10. Did the mother receive any ACT medication prior to delivery **during this delivery admission**? (Check only one)

11. Was the mother seen by a health provider just prior to the Delivery Hospital admission and referred for delivery admission? (Check all that apply)

*Referral refers to any patient that you find reported with a referral even those stated as so in the doctor's or nurse's admission note. This referral can be from a hospital, ER or doctors' office.*

*Referrals include being seen in a doctor's or midwife's office and sent to the hospital for admission.*

*If you do not have a suspicion that they were a referral and they came through the normal admissions process, you should mark a not referred.*

12. Why was ACT not given during the delivery admission? (Check all that apply)

**END SURVEY IF ACT NOT GIVEN AT ANY TIME**

**1st COURSE: Questions 13-15 ask about the first ACT course ever given during this pregnancy**

13. Where was the 1st ACT **injection** given for the **1st ACT course**? (Check only one)

14. When did the mother receive her 1st ACT **injection**?

15. Was a complete 1st ACT course given? This requires multiple **injections**. A complete course of Betamethasone equals two **injections**. A complete course of Dexamethasone equals four **injections**. (Check only one)

**2nd COURSE: Questions 16-18 ask about the second ACT course ever given during this pregnancy**

16. Was a 2nd partial or full ACT course given? (Check only one)

*As the scientific literature still debates whether a second partial or full ACT course is needed, the answer to this question is yes whether a full or partial course is actually given.*

17. Where was the first ACT injection given for the 2nd ACT course? (Check only one)

18. When did the mother receive her first ACT injection for the 2nd course?

**Other ACT Injections: Question 17 asks about any additional ACT injections after the 2nd course.**

19. Were any additional ACT injections given after completing the second course? (Check only one)