



QUALIFIED ENTITY CERTIFICATION PROGRAM FOR MEDICARE DATA

[MONTH DD, YYYY]

[CONTACT]

[ENTITY]

[ADDRESS]

[CITY, STATE] [ZIP]

VIA EMAIL: [E-MAIL ADDRESS]

Niall Brennan
Director, Offices of Enterprise Management
Centers for Medicare & Medicaid Services
200 Independence Ave., S.W
Mail stop: 337D
Washington, DC 20001

Dear Niall:

This letter outlines the understanding between the Centers for Medicaid & Medicare Services (CMS) and [ENTITY] with regard to [ENTITY]'s intent to complete the Qualified Entity Certification Review for the remaining minimum requirements:

- Ensuring data security (QECP Standard 3)
- Combining data sources (QECP Standard 2B)
- Measurement methodology (QECP Standard 4)
- Measure selection (QECP Standard 5)
- Verification process (QECP Standard 6)
- Reporting (QECP Standard 7)
- Provider corrections and appeals (QECP Standard 8)

Once CMS determines that Standard 3 is sufficiently met, we will request and obtain a QE Data Use Agreement (DUA) and the Medicare Parts A and B claims data or Part D prescription drug event (PDE) data we intend to use for the performance reports.

Further, [ENTITY] agrees to complete the remaining minimum requirements listed in this document and, if CMS deems sufficient, publicly release a QE provider performance report within 12 months of receipt of the Medicare data received under the QE DUA (as proposed in Attachment A).

We acknowledge that CMS has determined that we have sufficiently:

1. Completed and attached evidence in the QECP Portal for Standards 1 (all Elements) and Standard 2 (Element 2A only)

2. Attested to the ability to meet all standards by marking “MET” or “UNMET” in the our QECP secure application portal for each Element’s self-assessment
3. Signed and submitted our Letter of Commitment, which includes:
 - a. Proposed timeline for completing remaining Standard requirements and public reporting—Attachment A
 - b. Contractual Relationship Attestation—Attachment B
 - c. QIO Attestation—Attachment C *(if applicable)*

Data will be distributed to [ENTITY] upon successful completion of Standard 3 (Data Security), CMS approval of submitted QE DUA materials, and payment of appropriate fees for the QE Medicare data. [ENTITY] may not distribute reports containing Medicare claims data provided under this program until the QECP team has reviewed [ENTITY] compliance with all of the program requirements. Upon Review, if [ENTITY] does not demonstrate compliance with QECP requirements, CMS reserves the right to retract QE Certification and require [ENTITY] to destroy or return Medicare data.

Included as part of this letter are: **Attachment A:** Proposed Timeline for QECP Compliance and Public Reporting; **Attachment B:** Contractual Relationship Attestation; and **Attachment C:** QIO Attestation (if applicable).

If the terms of this understanding are acceptable to [ENTITY], please acknowledge your agreement below and upload an executed copy of this letter to the entity’s secure application portal.

ACCEPTED:

Name of Applicant Entity

Address of Applicant Entity

Telephone Number

Signature of Authorized Officer

Date

Name and Title of Authorized Officer

**Attachment A: [ENTITY]'s
Proposed Timeline for QECP Compliance and Public Reporting**

Milestone	Weeks from Phase 1 Certification (example)	Weeks from Phase 1 Certification (to be completed by applicant)
Phase 2 Evidence Approved* ▪ Standard 3	24	
QE DUA (and optional Research DUA) Completed	32	
Data Payment Made	34	
QE Medicare data received	38-40	
Milestone	Weeks from Receipt of QE Medicare Data (example)	Weeks from Receipt of QE Medicare Data (to be completed by applicant)
Phase 3 Evidence Approved* ▪ Standard 2B ▪ Standard 4 ▪ Standard 5 ▪ Standard 6 ▪ Standard 7 ▪ Standard 8	0-38	
Initiation of Provider Corrections and Appeals Process (required 60 days before public report)	42	
First Public Report Released	52	

*Note: The time frame allotted for Phase 2 and Phase 3 evidence approval includes the time the QE requires to assemble and submit required evidence, AND the time the QECP team requires to review the submitted evidence. QEs will work with their Program Managers to schedule Phase 2 and Phase 3 reviews.

**Attachment B: [ENTITY]'s
Contractual Relationship Attestation**

CONTRACTUAL RELATIONSHIP ATTESTATION

Lead and Contractor or Member Organizations	
Legal Name of Lead Entity	
Trade Name/DBA	
Name(s) of Contractor or Member Organizations <i>(if applicable)</i>	
Does any organization on your team (Lead or Other) also hold a QIO contract with CMS? <i>(If yes, complete Attachment C – QIO Attestation)</i>	<input type="checkbox"/> Yes List Organization(s): <input type="checkbox"/> No

Repeat the following two tables for each Contractor or Member Organization relevant to the applicant's Qualified Entity application and program.

Attestation of Agreement with Contractor or Member Organization	
Legal Name of Contractor or Member Organization	
Trade Name/DBA	
Description of Contractual Relationship General description of agreements in place between the lead entity and other contractor or member organizations (as applicable)	
Effective dates on agreement	

**Attachment B: [ENTITY]'s
Contractual Relationship Attestation**

<p>The partner noted above will be responsible for or involved in meeting compliance for the following QECP Standards:</p>	
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Affirmation Statements

The lead entity must attest to the following statements with regard to each Contractor or Member Organization (as applicable) by answering each statement.

STATEMENT	YES	NO
Contractor or Member Organization is willing to sign a Qualified Entity Certification Program (QECP) Data Use Agreement (DUA).		
Contractor or Member Organization understands that it will also be subject to CMS review as part of the QECP and its actions may result in sanctions and/or termination of the Qualified Entity.		
Lead and Contractor or Member Organization have a legally enforceable agreement in place that includes breach-of-contract liability if one of the members of the group fails to deliver and there would be the potential of collecting damages for that failure to perform.		

Signature

To the best of my knowledge and belief, all data in this attestation are true and correct, the document has been authorized by the governing body of the lead applicant, and the lead applicant will comply with the terms and conditions of the award and applicable Federal requirements.

Authorized Representative Name (printed) _____

Authorized Representative Title (printed) _____

Signature _____ Date _____

Phone _____

Attachment C: Quality Improvement Organization (QIO) Attestation

CMS QUALITY IMPROVEMENT ORGANIZATION ATTESTATION

An entity that holds a QIO contract with CMS is permitted to function as a QE, or as part of a QE team, under the following conditions:

- the entity may not represent the fact that they are a QIO while conducting QE activities;
- any resources, both financial and operational, funded by CMS as part of the QIO contract may not be used to sustain the entity’s QE program in any way;
- the entity must continue to uphold all terms of their QIO contract, including their confidentiality and conflict of interest contractual obligations. The entity may wish to request a conflict of interest determination by the CMS Office of Acquisitions and Grants Management; and
- the entity must complete an attestation during Phase 1 of the QIECP Minimum Requirements Review attesting that they will adhere to the three conditions listed above.

The table and signature section below must be completed by an authorized representative for each entity in your QE team that holds a QIO contract with CMS. If none, you are not required to submit Attachment C.

QIO Demographics	
Name of Entity Recognized as a QIO (lead applicant or partner/collaborator as part of the QE team)	
State(s) for which Entity Functions as a QIO	
QIO Contact within the Entity (name, title, email address, phone number)	
QIO Contact within CMS (name, title, email address, phone number)	
QIO Affirmation Statements	
We agree to maintain distinct and separate representation between QE and QIO activities. We will not represent QE work or resulting products to be a function of our QIO contract with CMS.	<input type="checkbox"/> Yes <input type="checkbox"/> No
We agree to maintain funding for QE activities separate from QIO funding CMS sources. Funds or resources provided by CMS to support the QIO program will not be used or spent for the QE program, including funds or resources for operating the QIO Standard Data Processing Systems (SDPS). QE-obtained Medicare data	<input type="checkbox"/> Yes <input type="checkbox"/> No

Attachment C: Quality Improvement Organization (QIO) Attestation

will not be stored on the SDPS.	
If approved as a Certified QE (or a member of a Certified QE team), we agree to uphold all terms of our QIO contract, including confidentiality and conflict of interest contractual obligations. We understand that, per our request, a QE/QIO conflict of interest analysis can be performed by CMS-OAGM.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature

To the best of my knowledge and belief, all information in this attestation is true and correct; the document has been authorized by the governing body of the entity mentioned on page C-1; and the entity will comply with all terms and conditions of the affirmation statements mentioned on pages C-1 through C-2.

(Authorized Representative for QIO and QE Applicant Entity)

Name (printed) _____

Title (printed) _____

Email Address (printed) _____

Signature _____ Date _____

Phone _____