



QUALIFIED ENTITY CERTIFICATION PROGRAM

FOR MEDICARE DATA

Revised 11/22/17

[MONTH DD, YYYY]

[CONTACT]

[ENTITY]

[ADDRESS]

[CITY, STATE] [ZIP]

VIA EMAIL: [E-MAIL ADDRESS]

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

Dear Director:

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 (QECF Standard 3)
- Combining data sources (QECF Standard 2B)
- Measure selection (QECF Standard 4)
- Measurement methodology (QECF Standard 5)
- Verification process (QECF Standard 6)
- Reporting (QECF Standard 7)
- Provider corrections and appeals (QECF 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 QE 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 QECF 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 QECF secure application portal for each Element's self-assessment.
3. Signed and submitted our Letter of Commitment, which includes:
 - Proposed timeline for completing remaining Standard requirements and public reporting—Attachment A
 - Contractual Relationship Attestation—Attachment B (*if applicable*)
 - QIO Attestation—Attachment C (*if applicable*)

QE Medicare data will be distributed to [ENTITY] upon successful completion of Standard 3 (Phase 2: Data Security), CMS approval of submitted QE DUA materials, and payment of appropriate fees for the QE Medicare data. Compliant and Partially Compliant Phase 2 review outcomes do not provide a CMS endorsement nor do they validate the sufficiency of the QE's data security and privacy program for purposes outside of the QECF. QECF Phase 2 review outcomes are based solely on the information QEs provide to CMS at the time of the Phase 2 review. There is no expressed guarantee regarding the future performance of a QE, especially as new system, personnel, and environmental vulnerabilities and threats are continually evolving.

[ENTITY] may not distribute provider or public reports containing QE Medicare claims data provided under this program until the QECF team has reviewed [ENTITY]'s compliance with all of the program requirements. Upon review, if [ENTITY] does not demonstrate compliance with QECF requirements, CMS reserves the right to retract QE Certification and require [ENTITY] to destroy or return QE Medicare data.

Included as part of this letter are:

- **Attachment A:** Proposed Timeline for QECF Compliance and Public Reporting;
- **Attachment B:** Contractual Relationship Attestation (if applicable); 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 Entity

Address of Entity

Telephone Number

Signature of Authorized Officer

Date

Name and Title of Authorized Officer

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1144. The time required to complete this information collection is estimated to average 500 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

**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 entity)
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 entity)
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.

**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>	☐ Yes List Organization(s): ☐ No

Repeat the following two tables for each Contractor or Member Organization relevant to the entity'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	
The partner noted above will be responsible for or involved in meeting compliance for the following QECF Standards:	

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

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 (QECF) Data Use Agreement (DUA).		
Contractor or Member Organization understands that it will also be subject to CMS review as part of the QECF 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 entity, and the lead entity 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 QECF 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 entity 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.	☐ Yes ☐ No
We agree to maintain funding for QE activities separate from QIO funded 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 will not be stored on the SDPS.	☐ Yes ☐ No
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.	☐ Yes ☐ No

Attachment C: Quality Improvement Organization (QIO) Attestation

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 Entity)

Name (printed) _____

Title (printed) _____

Email Address (printed) _____

Signature _____ Date _____

Phone _____