



Month, DD, YYYY

Point of Contact and Executive

Entity Name

Address

City, State Zip

Director, Office of Enterprise Data & Analytics

Centers for Medicare & Medicaid Services

7500 Security Boulevard

Mail stop: B2-29-04

Baltimore, Maryland 21244-1850

Dear Director:

This letter outlines the understanding between the Centers for Medicare & Medicaid Services (CMS) and Entity Name regarding Entity Name's intent to complete the remaining Qualified Entity Certification Program (QECP) minimum requirements:

- Data Security Review (Element 2.1)
- Intentions Regarding Non-Public Analyses (Element 2.2)
- Provider Corrections and Appeals, if applicable (Element 2.3)
- Secure transmission of beneficiary data, if applicable (Element 2.4)
- Standard Measure Use, if applicable (Element 3.1)
- Alternative Measure Use, if applicable (Element 3.2)
- Provider and Public Report Design (Element 3.3)

This letter includes the following:

- Attachment A: QECP Public Reporting Attestation
- Attachment B: Contractual Relationship Attestation (if applicable)
- Attachment C: Cloud Service Provider (CSP) Identification (if applicable)
- Attachment D: Quality Improvement Organization (QIO) Attestation (if applicable)

If CMS deems us to have sufficiently met the remaining minimum requirements listed above, Entity Name will publicly release a Qualified Entity (QE) provider performance report within 12 months of receipt of the QE Medicare data (as proposed in Attachment A).

We acknowledge that, prior to our Phase 1 application submission, we will have sufficiently completed the following:

- Attached evidence in the QECP online application for Elements 1.1, 1.2, 1.3, and 1.4, including:
  - This Letter of Commitment, signed and uploaded to Element 1.1
  - An attestation of Entity Name's ability to meet all applicable requirements for Phases 2 and 3 and the ability to provide evidence during the relevant phase of the application



Entity Name understands that QE Medicare data will only be distributed to Entity Name upon successful completion of Phase 2: Data Security & Corrections and Appeals, CMS approval of submitted QE Data Use Agreement (DUA) materials, and payment of appropriate fees for the QE Medicare data. Further, Entity Name also understands that a Compliant Phase 2 review outcome does not provide a CMS endorsement, nor does it validate the sufficiency of the QE’s data security and privacy program for purposes outside of the QECP. QECP 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 guarantee regarding the future performance of a QE, especially as new system, personnel, and environmental vulnerabilities and threats are continually evolving.

Entity Name may not distribute provider or public reports containing QE Medicare claims data provided under this program until the QECP Team has reviewed Entity Name’s compliance with all of the program requirements. Upon review, if Entity Name does not demonstrate compliance with QECP requirements, CMS reserves the right to retract QE certification and require Entity Name to destroy or return QE Medicare data.

The terms of this understanding are acceptable to Entity Name, and Entity Name acknowledges our agreement below.

Approved By:

Entity Name	Address	Date	Phone Number	Entity Signature
Entity Name	Entity Address	MM/DD/YYYY	Phone Number	<i>Entity Signature</i>

Authorized Officer	Date	Authorized Officer Signature
Authorized Officer Name, Title	MM/DD/YYYY	<i>Authorized Officer Signature</i>

## Attachment A: QCEP Public Reporting Attestation

Entity Name will publicly report within 1 year of receiving QE Medicare data.

Approved By:

Authorized Officer	Date	Authorized Officer Signature
Authorized Officer Name, Title	MM/DD/YYYY	<i>Authorized Officer Signature</i>

## Attachment B: Contractual Relationship Attestation

**Table 1: Lead and Contractor or Member Organizations**

Category	Details
Legal Name of Lead Entity	Organization Name
Trade Name/Database Administrator (DBA)	Organization Name
Name(s) of Contractor or Member Organizations, if applicable	Organization Name
Does any organization on your team (lead or other) also hold a QIO contract with CMS?	<input type="checkbox"/> Yes, list organizations below: <ul style="list-style-type: none"> <li>• Organization Name</li> <li>• Organization Name</li> <li>• Organization Name</li> <li>• Organization Name</li> </ul> <input type="checkbox"/> No

Repeat the following two tables for each contractor or member organization relevant to the Entity's application and program.

**Table 2: Attestation of Agreement with Contractor or Member Organization**

Category	Details
Legal Name of Contractor, Vendor, Partner, Subsidiary or Member Organization	Organization Name
Trade Name/DBA	Organization Name
Description of contractual relationship (A general description of agreements in place between the lead Entity and other contractor or member organizations, as applicable)	Insert Text
Effective dates on agreement	Month DD, YYYY - Month DD, YYYY
The partner noted above will be responsible for, or involved in meeting, compliance for the following QECP elements:	<ul style="list-style-type: none"> <li>• Insert Text</li> <li>• Insert Text</li> <li>• Insert Text</li> </ul>

## Attachment B: Contractual Relationship Attestation

The lead Entity must attest to the following statements regarding each contractor or member organization (as applicable) by responding yes or no to each statement.

**Table 3: Affirmation Statements**

Statement	Response
The contractor or member organization is willing to sign a QECF DUA.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

Approved By:

Authorized Representative	Date	Phone Number	Authorized Representative Signature
Authorized Representative Name, Title	MM/DD/YYYY	Phone Number	<i>Authorized Representative Signature</i>

### Attachment C: CSP Identification

The lead Entity must attest to the following statements regarding the planned use of a CSP, within the lead organization either directly or with a contractually identified data vendor.

Name of Intended CSP

**Table 4: CSP Identification**

Statement	Response
The lead Entity plans to use a CSP within their system or has a contract that uses a CSP.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The lead Entity understands that any CSP that will be used for CMS data storage must have FedRAMP approval and an Authority to Operate with CMS.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

Approved By:

Authorized Representative	Address	Date	Phone Number	Authorized Representative Signature
Authorized Representative Name, Title	Authorized Representative Address	MM/DD/YYYY	Phone Number/Email Address	<i>Authorized Representative Signature</i>

## Attachment D: CMS QIO 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 the 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.
- The Entity must complete an attestation during Phase 1 of the QECP 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.

**Table 5: QIO Demographics**

Category	Details
Name of Entity recognized as a QIO (lead Entity or partner/collaborator as part of the QE Team)	Organization Name
States for which Entity functions as a QIO	State(s)
QIO Contact within the Entity (Name, Title, Email Address, and Phone Number)	First Name Last Name, Title Email Address Phone Number
QIO Contact within CMS (Name, Title, Email Address, and Phone Number)	First Name Last Name, Title Email Address Phone Number

## Attachment D: CMS QIO Attestation

**Table 6: QIO Affirmation Statements**

Category	Details
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 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). Medicare obtained by QEs will not be stored on the SDPS.	<input type="checkbox"/> Yes <input type="checkbox"/> 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 Office of Acquisition and Grants Management (OAGM).	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

Approved By:

Authorized Representative	Address	Date	Phone Number	Authorized Representative Signature
Authorized Representative Name, Title	Authorized Representative Address Line 1	MM/DD/YYYY	Phone Number/Email Address	<i>Authorized Representative Signature</i>