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Each HEDIS measure may be comprised of a number of individual HEDIS indicators (the “HEDIS Measure Indicators”). For example, the Comprehensive Diabetes Care HEDIS measure includes seven (7) individual HEDIS Measure Indicators. Each question in a CAHPS composite HEDIS measure is considered an individual HEDIS Measure Indicator.

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If any portion of this Agreement is determined by a court of competent jurisdiction or any appropriate legislature to be wholly or partially unenforceable, for any reason, such unenforceability shall not affect the balance hereof.

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- (B) Acceptance. By clicking "Accept Agreement" below and providing NCQA with Licensee's email address under Section 4, Licensee agrees and consents to (i) contract electronically with NCQA for the Product in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to the email account Licensee provided under Section 4 or upon accessing the Product; and (iii) that by clicking "Accept Agreement", Licensee intends to be bound by this Agreement.
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- (A) Modifications. This Agreement is the complete and exclusive statement of the agreement between Licensee and NCQA, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by Licensee except upon mutual agreement by the parties in writing signed by an authorized officer of NCQA. NCQA reserves the right, at any time, to change the terms of this Agreement by providing Licensee with notice of such changes. Any use of the Product by Licensee after NCQA's publication or email of any such changes shall constitute Licensee's acceptance of the Agreement as modified.
- (B) Force Majeure. NCQA will not be responsible for any failure to perform due to causes beyond its reasonable control, including but not limited to, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.

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