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Notice: Reporting through the PQRSwizard does not satisfy the clinical quality measure (CQM) component of the Medicare Electronic Health Record (EHR) Incentive Program. If you are interested in CQM reporting please contact us at Busdev@CECity.com.

Attestation: In order to be reimbursed by the Centers for Medicare & Medicaid Services ("CMS") for your participation in the Physician Quality Reporting System ("PQRS"), you are required to submit to CECity.com an Attestation Form as part of the registration process. Such form is available on NCPA Learning Center. As described in such Attestation Form, by participating in PQRS, you are certifying and attesting, among other things, as follows:

- You give NCPA Learning Center permission to submit data you have entered into NCPA Learning Center to CMS on your behalf to be used in PQRS.
- You have authority to provide the information and you have taken appropriate steps to comply with all legal requirements applicable to transmission of patient information.
- The data provided is true and accurate to the best of your ability.
- The data you submit may be subject to validation by CMS or NCPA Learning Center, including submission of physical records upon request of CMS.

CMS Payments: IN CONNECTION WITH DATA BEING INPUT BY YOU INTO NCPA LEARNING CENTER FOR PQRS, YOU SHOULD BE AWARE THAT (a) THE SUBMISSION OF DATA VIA THE WEBSITE DOES NOT GUARANTEE THAT CMS WILL PAY AND (b) THE SUBMISSION OF DATA VIA THE WEBSITE DOES NOT GUARANTEE THAT YOU ARE ELIGIBLE FOR PAYMENT BY CMS, AS SUCH MATTERS ARE WHOLLY IN CONTROL OF CMS. NCPA LEARNING CENTER DOES NOT REVIEW OR APPROVE THE SUFFICIENCY OF ANY SUCH DATA. THE CALCULATION OF AND TRANSMISSION OF THE DATA THAT IS BEING SENT TO CMS MAY HAVE ERRORS AND NCPA LEARNING CENTER IS NOT RESPONSIBLE FOR ANY FAILURE OF PAYMENT OR INCORRECT PAYMENT.

Disclaimer: NCPA Learning Center will not, is not obligated to, and is not responsible for, reviewing the veracity, quality or accuracy of the data provided by you, and is the beneficiary of your promises in your Attestation Form, including those as to the accuracy of the data submitted by you. In no event shall NCPA Learning Center have any liability, to you or CMS or otherwise, with respect to any of the matters set forth in the immediately preceding sentence.

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INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD NCPA LEARNING CENTER HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE.

CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of NCPA Learning Center to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

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The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

Any claims arising in connection with your use of the Website or any content must be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.