



CDA Practice Support Services Subscriber Agreement

Canadian Dental Association (CDA)

Version 1.1, Dated April 15, 2018

<https://services.cda-adc.ca/Home/Subscriptions>

READ THIS CDA PRACTICE SUPPORT SERVICES SUBSCRIBER AGREEMENT (THE "SUBSCRIBER AGREEMENT") AND RELATED SCHEDULE CAREFULLY. It applies to certain services provided by the Canadian Dental Association ("CDA"). Signing the attached CDAnet and ITRANS Claims Service Subscription Agreement Form at the end of this Subscriber Agreement means that You agree to be bound by it.

"You" means any person who requests a subscription for any services provided by CDA pursuant to this Agreement and to whom CDA has agreed to provide those services. The services to which You may subscribe are set out in various schedules (each called "Service Schedule"), which will incorporate by reference the terms of this Subscriber Agreement. A dentist member of CDA or a dentist member of one of CDA's corporate members (i.e. a provincial or territorial dental association that is a corporate member of CDA) are eligible to receive services. Others who request services will be considered on a case-by-case basis (for example, dental clinics associated with schools of dentistry).

"Agreement" means this Subscriber Agreement together with any Service Schedules submitted by You to CDA and accepted by CDA in accordance with section 2.

## 1. Services

- 1.1 CDA offers services as a benefit to dentist members of CDA and dentist members of CDA's corporate members. Before subscribing to a Service, You must agree to be bound by this Agreement. To subscribe to a Service, you must also agree to be bound by the applicable Service Schedule, a copy of which can be found on CDA's Practice Support Services website (the "PSS Website"). "Services" means the various services to which You subscribe.
- 1.2 CDA may change the description of any Service, by giving You written notice of the change. Each such change is an amendment to the applicable Service Schedule. A copy of the revised Service Schedule will be available on the PSS Website.
- 1.3 You may cancel any Service by: (i) unsubscribing to the Service in the PSS Website; or (ii) giving CDA written notice of the cancellation in accordance with section 19. When You cancel any Service, the Service Schedule for that Service is terminated, but not the Agreement.
- 1.4 In its discretion, CDA may stop offering any Service. In that case, if You are a subscriber to that Service under this Subscriber Agreement, CDA will give You 60 days' prior written notice of the cancellation. When the CDA cancels any Service, the Service Schedule for that Service is terminated, but not the Agreement.
- 1.5 In addition to the cancellation rights set out in section 1.3 and 1.4, there may be additional cancellation rights for a Service set out in the applicable Service Schedule.
- 1.6 CDA may require the assignment of identifiers to uniquely identify You or the physical location where you provide your services to patients. For the provision of the Services to You:
  - (a) If CDA has not already done so, CDA will assign a unique identification number (a "UIN") to You for each province/territory in which You are licensed to practice dentistry and in which You wish to receive any of the Services.
  - (b) "Office" means a dental practice at a unique practice location that You use to provide oral health services and for which you wish to subscribe to the Services. For clarity, there may be two separate practices (businesses) at one location and each would be assigned a separate unique identifier.
  - (c) "Non-practicing Location" (or "NPL") means a location that is not an Office from which you wish to be recognized as using any Service that does not need to be linked to an Office. NOTE: Any Service that relates to the preparation or transmission of dental benefit claims (i.e., CDAnet or ITRANS) must be linked to an Office.
  - (d) If CDA has not already assigned a unique alpha-numeric that identifies You (a UIN) and your practice at an Office (an "Office Number") or a Non-practicing Location (an "NPL Number"), CDA will do so. For the purposes of this Agreement: (i) any reference to an Office Number or an NPL Number will be deemed to include all the Office Numbers or NPL Numbers that have been assigned to You; and (ii) any termination

right may be exercised by You or CDA in relation to any or all of the Office Numbers or NPL Numbers assigned to You.

## **2. Subscribing**

- 2.1 When subscribing to a Service, You are requesting that Service, and CDA has accepted the subscription request when CDA begins providing that Service to You.
- 2.2 When providing information to CDA, You will ensure that it is accurate, and You will promptly update any information previously provided to CDA in relation to the Services should there be any change to that information.

## **3. Provision of Services**

- 3.1 CDA will provide the Services to You in accordance with the terms and conditions of this Agreement, and CDA warrants that each Service provided will substantially comply with its description in the applicable Service Schedule.
- 3.2 Should CDA opt to provide any additional service that is not expressly described in a Service Schedule: (i) the additional service will be deemed to be a Service; and (ii) CDA will not have any ongoing obligation to provide the additional service.
- 3.3 For each Service received, You agree to perform any tasks and fulfil any responsibilities attributed to You in the applicable Service Schedule.

## **4. Representatives and End Users**

- 4.1 "Representatives" means, in the case of CDA, its directors, officers, employees, agents, consultants or subcontractors (including service providers) as well as the directors, officers, employees or agents of any subcontractor, of each such party.
- 4.2 "Representatives" means, in the case of You, any End Users.
- 4.3 You are an "End User" as is any individual working for your practice (other than another dentist) who accesses or uses any Service on behalf of You. Even if he or she is working for your practice, a dentist member of CDA or a dentist member of one of CDA's corporate members must enter into a Subscriber Agreement and any applicable Service Schedules before using the Services. You are responsible for causing End Users to comply with the terms and conditions of this Agreement, and a breach of this Agreement by any of your End Users is a breach of this Agreement by You.
- 4.4 You will not permit any persons other than authorized End Users to access or use any of the Services.

## **5. Your Content**

- 5.1 "Your Content" means all materials, information or data that You (including your End Users) upload, store, transmit, receive or process in connection with the Services. You grant to CDA and its Representatives the right to use, reproduce, transmit and delete (as applicable) Your Content for the purpose of enabling CDA to fulfil any obligation or exercise any right under the Agreement.
- 5.2 CDA is not obliged to monitor Your Content, but CDA may monitor Your Content when required by law or upon a reasonable belief that either You or an End User is breaching or has breached the Agreement.

## **6. Contacts**

- 6.1 You are the "Contact" for CDA with respect to any matters relating to this Agreement. CDA's Practice Support Services Help Desk is your "Contact", and may be reached at [pss@cda-adc.ca](mailto:pss@cda-adc.ca).

## **7. Access**

- 7.1 You give CDA sufficient remote access to your technology to create device-to-device connections for the sole purpose of enabling CDA to provide the Services (for example, to provide automatic updates or upload a dialogue box). No Representative of CDA will use that remote access to login to your systems without first obtaining the consent of You or an End User acting on your behalf.

## **8. Policies**

- 8.1 CDA may require You to agree to an Acceptable Use Policy, in which case a copy of CDA's Acceptable Use Policy will be available through the PSS Website. You agree to use, and to require your End Users to use, the Services in accordance with any Acceptable Use Policy provided from time to time.
- 8.2 In order to receive certain Services, You may be required to agree to abide by certain CDA policies in addition to CDA's Acceptable Use Policy. The CDA policies applicable to one or more Services (the "CDA Policy Set") are available through the PSS Website.
- 8.3 CDA may revise any of the CDA Policy Set, from time to time, in its sole discretion, and You agree to abide by CDA Policy Set as amended from time to time. CDA will give You written notice of any such changes to the

CDA Policy Set. CONTINUED USE OF THE SERVICES CONSTITUTES ACCEPTANCE BY YOU OF SUCH CHANGES.

- 8.4 If You (or any of your End Users) violate any policy forming part of the CDA Policy Set or any law, it is a material breach of this Agreement and CDA may restrict, suspend or terminate the Services, upon written notice, without an opportunity to cure. You may not dispute that decision by CDA under section 17. When exercising its rights under this section, CDA will use reasonable efforts to respond in a manner proportional to the severity of the violation.

## **9. Security**

- 9.1 CDA will design, implement and manage the technology infrastructure that CDA operates and uses to provide the Services in a manner consistent with reasonable network management and information security practices.

## **10. Personal Information and Confidential Information**

### **10.1 Personal Information**

- (a) "Personal Information" means any personal information, including personal health information, which is required to be protected pursuant to any laws, regulations or judicial decisions applicable in the province or territory of Canada in which You are located as are in effect at this time or may be in effect during the term of this Agreement ("Privacy Laws"). Personal Information is a subset of Confidential Information.
- (b) Each party agrees to comply with all Privacy Laws to which it is subject. Without limiting the foregoing and upon your request, CDA will provide to You a plain language description of the Services being provided to You and a summary of the results of any assessment of the Services done by or at the direction of CDA with respect to: (i) threats, vulnerabilities and risks to the security of Personal Information; and (ii) how the Services affect the privacy of individuals who are the subject of that information.
- (c) When the Services are used by You in conjunction with Personal Information,
- (i) You agree to obtain any necessary consent prior to using any Service in conjunction with an individual's Personal Information and provide copies of those consents to CDA upon request; and
- (ii) If any person to whom that Personal Information relates formally raises any complaint relating to the use of any Service by You in conjunction with his or her Personal Information, CDA will provide reasonable assistance to investigate and respond to that complaint.
- (d) A copy of CDA's Privacy Policy may be found at: [http://www.cda-adc.ca/en/important\\_notices/index.asp](http://www.cda-adc.ca/en/important_notices/index.asp).

### **10.2 Confidential Information**

- (a) "Confidential Information" means any and all information and materials, which: (i) are designated in writing, as confidential at the time of disclosure, or (ii) if disclosed orally or visually, are designated as confidential at the time of disclosure, or (iii) a reasonable person, having regard to the circumstances and the information, would regard as confidential.
- (b) Unless it is also Personal Information (as defined above), the Confidential Information of a party does not include information which:
- (i) is or at any time is placed in the public domain by the party granting access to or disclosing that Confidential Information;
- (ii) at the time when it is disclosed or access is granted to the other party, is known to the other party (as substantiated by cogent and reliable written evidence in that party's possession) free of any restrictions;
- (iii) is independently developed by the other party through individuals who have not had either direct or indirect access to the party's Confidential Information; and
- (iv) is disclosed without any restrictions to the other party by a third party who had a right to make such disclosure.

### **10.3 With respect to a party's Confidential Information, the other party granted access to or who receives that Confidential Information will:**

- (a) use that Confidential Information only in accordance with the Agreement and only for the purpose of fulfilling its obligations and exercising its rights under the Agreement, and will not use, manipulate or exploit that Confidential Information for any other purpose;
- (b) use the same degree of care to protect that Confidential Information as the party would use to protect its own Confidential Information of a like nature and in any event, use a standard no less than a reasonable degree of care;
- (c) permit access to or disclosure of that Confidential Information only to its Representatives who have a need to know and are bound by a written contract to keep the Confidential Information of third parties confidential, at least to the same extent as set forth in this Agreement; and

- (d) notify the party that granted access to or disclosed that Confidential Information immediately upon becoming aware of any unauthorized access to, use of, or disclosure of that Confidential Information.

#### 10.4

- (a) If You have any of CDA's Confidential Information in your custody or control when the Agreement is terminated, You will continue to safeguard it until You destroy it.
- (b) If CDA has your Confidential Information in its custody or control when the Agreement is terminated, CDA will continue to safeguard it until CDA destroys it in conjunction with CDA's policies and procedures.
- (c) You acknowledge that CDA may retain any back-up media produced in conjunction with the Services until such time as they are scheduled to be destroyed in conjunction with CDA's policies and procedures with respect to the retention of back-ups.

10.5 Neither party will be liable for disclosing the other party's Confidential Information if a law of any Canadian province or territory or a law of Canada, which is applicable to that party, requires that disclosure, provided that the party disclosing the Confidential Information, to the extent permitted by law, notifies the other party of any such requirement as soon as legally permissible, so that the other party may seek a protective order or other relief.

10.6 Each party agrees that the unauthorized access, use or disclosure of the other party's Confidential Information will cause irreparable injury to the other party, and the other party is entitled to seek injunctive and other equitable relief, as a matter of right.

10.7 ALL CONFIDENTIAL INFORMATION PROVIDED BY CDA IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

### 11. Proprietary Rights

11.1 Subject to any licenses set out in the Agreement, CDA does not transfer any intellectual property rights to You, and You do not transfer any intellectual property rights to CDA.

11.2 Neither party will remove any confidentiality, copyright or other proprietary rights notices from any materials provided to it by the other party.

11.3 You acknowledge that You have no right, title or interest in or to any identifier (for example, a user ID) assigned to You by CDA or its Representatives in connection with any Services. Any identifier assigned to You by CDA or its Representatives may be changed upon notice to You. (For example, an OfficeID is linked to the physical location of a practice. If You move your practice from one location to another, a new OfficeID may be assigned.)

### 12. Term and Termination

12.1 This Agreement will commence as of the first day on which CDA begins providing any Service to You and continue until terminated pursuant to any termination provision set out in this Agreement.

12.2 This Agreement will automatically terminate if You cease to be a dentist member of CDA or a dentist member of one of CDA's corporate members. If You cease to be licensed in any jurisdiction, any Service Schedule that applies to an Office in that jurisdiction will terminate automatically.

12.3 You may terminate this Agreement by: (i) cancelling (in accordance with section 1.3) all of the Services being provided to You; and (ii) not subscribing to any other Service within 60 days of the date on which the last Service is cancelled.

12.4 CDA may terminate this Agreement at any time (with or without cause) by giving written notice of the termination to You. The effective date of the termination will be set out in the notice and be at least 60 days after the date on which the notice is sent to You.

12.5 For a period of 10 business days following any date on which CDA issues a notice of any change to any policy forming part of CDA Policy Set to You, if that change is unacceptable to You, You may cancel the Services. Continued use of the Service indicates that You agree to the change.

12.6 Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration (including but not limited to sections 10, 11, 12, 13, 14, 16, 17, 19 and 20) and they will remain in full force and effect.

### 13. Disclaimers

13.1 YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

13.2 CDA EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO OR ARISING FROM THIS AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OPERATION OR ACCURACY.

#### **14. Limitation of Liability**

- 14.1 CDA will not be liable for any failure by CDA to provide any Service caused in whole or in part by any failure of You to comply with section 3.3 or your breach of any other provision of the Agreement
- 14.2 CDA (INCLUDING ITS REPRESENTATIVES), ITS CORPORATE MEMBERS AND WITH THE EXCEPTION OF YOU, THE DENTIST MEMBERS OF CDA AND OF THE CORPORATE MEMBERS OF CDA, WILL NOT BE LIABLE TO YOU IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY YOU. THIS EXCLUSION WILL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER CDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.3 CDA'S LIABILITY FOR ANY CLAIM, ACTION OR DEMAND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU THAT ARE CAUSED BY A BREACH OF THIS AGREEMENT BY CDA.
- 14.4 IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF CDA (INCLUDING ITS REPRESENTATIVES), ITS CORPORATE MEMBERS AND WITH THE EXCEPTION OF YOU, THE DENTIST MEMBERS OF CDA OR OF THE CORPORATE MEMBERS OF CDA, TO YOU, FOR ANY CLAIM, ACTION, DEMAND OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED \$500.
- 14.5 THE LIABILITY LIMITATIONS AND EXCLUSIONS PROVIDED IN THIS SECTION 14 SHALL BE THE SAME REGARDLESS OF THE VOLUME OR CATEGORIES OF SERVICES PROVIDED TO YOU.
- 14.6 WHILE CDA USES REASONABLE EFFORTS TO PREVENT THE INCLUSION OF VIRUSES OR OTHER HARMFUL CODE IN ANY CODE OR OTHER MATERIALS THAT CDA PROVIDES OR MAKES AVAILABLE TO YOU, CDA CANNOT GUARANTEE THAT SUCH MATERIALS WILL BE FREE OF VIRUSES OR HARMFUL CODE. YOU USE SUCH MATERIALS AT YOUR OWN RISK.

#### **15. Insurance**

- 15.1 You will maintain, at your sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities to yours. CDA will maintain, at its sole cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in activities similar to the activities in which CDA is engaged.

#### **16. Indemnity**

- 16.1 You will indemnify and hold harmless CDA (including its Representatives), CDA's corporate members and with the exception of You, the Dentist Members of CDA and of the corporate members of CDA, and their successors and assigns, from any and all claims, suits, losses, damages and expenses (including legal fees and expenses) incurred in connection with any claims, demands and other liabilities asserted against any of them as a result of or relating to: (i) the acts or omissions of You relating to or arising from your use of the Services; (ii) any inaccuracies, misrepresentations or material omissions in the information or materials provided by You to CDA; or (iii) any breach of the Agreement by You.
- 16.2 Neither You nor CDA may settle any claim in any manner which imposes any liability or other obligation on the other, without the prior written consent of the other.

#### **17. Dispute Resolution**

- 17.1 CDA or You may raise a dispute relating to or arising from the Agreement (including any Service Schedule accepted by CDA in accordance with section 2) by giving the other party written notice of the dispute. Within 30 days of the day that notice is received by the other party, at least one call will be scheduled between You and a representative of CDA, to attempt to resolve the dispute. If they fail to resolve the dispute within the 30 day period, either CDA or You may refer the dispute to arbitration. The arbitration will be in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, Chapter 17 (Ontario), as amended from time to time (the "Arbitration Act"). The arbitration will: (i) be before a single arbitrator appointed in accordance with the Arbitration Act unless CDA and You agree in writing on the arbitrator; (ii) take place in Ottawa, Ontario at a time, date and place specified by the arbitrator unless otherwise agreed in writing by CDA and You; (iii) be final and binding and may be enforced in the same manner as a judgment or order to the same effect, and no appeal will lie therefrom except on questions of law or the jurisdiction of the arbitration; and (iv) be governed in its procedure and substance by the laws applicable in the Province of Ontario. For clarification, the provisions of this section 17 will not limit or restrict the right of either party to seek injunctive relief or to bring any action in any court of law with respect to any dispute, controversy or claim relating to the improper use or misappropriation of intellectual property rights or breach of confidentiality or breach of privacy.

#### **18. Amending the Agreement**

- 18.1 CDA may revise the Agreement, from time to time, in its sole discretion. When CDA changes the Agreement, CDA will post the updated version of the Agreement together with the date on which it was revised on the PSS Website. As well, CDA will give You written notice of any such changes.

18.2 CONTINUED USE OF THE SERVICES AFTER CDA AMENDS THE AGREEMENT CONSTITUTES ACCEPTANCE OF THE AMENDMENT. If You do not agree with the revised Agreement without qualification, You must cancel all of the Services.

**19. Notice**

CDA will give notice to You by sending an email to any email address provided by You to CDA in accordance with section 2. You will give notice to CDA by using the online form for doing that can be found on the "Contact Us" page of the CDA website ([www.cda-adc.ca](http://www.cda-adc.ca)) or by sending the notice by a nationally recognized overnight courier to CDA's premises at: CDA Practice Support Services, 1815 Alta Vista Drive, Ottawa, Ontario, Canada K1G 3Y6.

**20. General Provisions**

- 20.1 You agree to comply with all laws, regulations or judicial decisions applicable to You as are in effect at this time or may be in effect during the term of this Agreement.
- 20.2 CDA and You are and will be considered independent contractors. Neither party will represent, in any manner, to any third party that it is an agent, employee or partner of, or a party to a joint venture with, the other.
- 20.3 The parties expressly request that this agreement as well as documents relating thereto be drawn up in English. Les parties ont expressément exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais. A French language version is available from CDA. A copy of the French language version is located at: <https://services.cda-adc.ca/Home/Subscriptions>. If there is any conflict between the English language version and the French language version, the English language version will prevail.
- 20.4 The Agreement constitutes the complete agreement between CDA and You with respect to the provision of the Services to You by CDA. It replaces all prior or contemporaneous discussions, negotiations and agreements regarding the Services. For clarification, CDA may and currently does offer services other than pursuant to this Agreement. This Agreement does not apply to them. It only applies to the Services that are the subject of this agreement.
- 20.5 Except as expressly set out in this Agreement, the terms and conditions of this Agreement may only be amended by the written agreement of CDA and You.
- 20.6 No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.
- 20.7 You may not assign this Agreement, either in whole or in part.
- 20.8 This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.

Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 30 consecutive days).

**CDAnet/CDA ITRANS Claims Service Schedule**

Version 1.0, Dated April 15, 2018

CDA makes CDAnet and ITRANS available to You pursuant to the Subscriber Agreement and this Service Schedule. Depending on how the practice management software that You use is configured, You may or may not be using ITRANS. You should discuss how your practice management software is configured with your independent software vendor. "Services" means every aspect of CDAnet and ITRANS that You use or that your practice management software is configured to use.

PLEASE NOTE: If You practice at more than one location You must enter into a separate Service Schedule for each location. Dental Benefit Claims for two or more physical practice locations cannot be combined into a single stream of claims that appears to be coming from one location.

## 1. Overview

- 1.1 Capitalised terms used but not defined in this Service Schedule have the meanings assigned to them in the Subscriber Agreement.
- 1.2 “CDAnet Service” or “CDAnet” means the services described as such in this Service Schedule. CDAnet is a Service that facilitates the transmission of Dental Benefit Claims. An End User may use CDAnet to format Dental Benefit Claims and to transmit them to Claims Processors. CDAnet does not include the provision of any network services, and is described in more detail in section 3.1 and section 3.2.
- 1.3 “CDA ITRANS Claims Service” or “ITRANS” means the services described as such in this Service Schedule. ITRANS is a claims transmission service. ITRANS works with and supplements CDAnet by transmitting Dental Benefit Claims to Claims Processors over the Internet. ITRANS is described in more detail in section 3.1 and section 3.3.
- 1.4 “Dental Benefit Claim” means a claim for dental benefits submitted by You using CDAnet or ITRANS to a Claims Processor for adjudication, processing, validation, payment and/or assignment (including predetermination, eligibility and all other defined CDAnet transactions). Dental Benefit Claims must be prepared in accordance with applicable CDAnet/Réseau ACDQ Standards.
- 1.5 “Claims Processors” are insurers and/or adjudicators who provide services related to the adjudication, processing, validation and payment of health benefit claims and who are listed under the heading “CDAnet Carrier List” at [www.cdanet.ca](http://www.cdanet.ca). CDA may modify the list from time to time.
- 1.6 “CDAnet/Réseau ACDQ Standards” means the specifications, protocols and related business processes adopted for the definition of content, formatting, structuring and transmission, as applicable, of Dental Benefit Claims, as established from time to time by the CDA, ACDQ and CLHIA and made available to You.

## 2. Provision of Service

- 2.1 The provision of CDAnet and ITRANS to You is subject to the terms and conditions of the Agreement.
- 2.2 Neither CDAnet nor ITRANS includes the provision of a connection to the Internet or any other network services.
- 2.3 You acknowledge that CDA may use agents or subcontractors to provide software, technical support and other services as part of CDAnet or ITRANS.

## 3. CDAnet and ITRANS Services

### 3.1 Required Components for Services

- (a) Practice management software packages that create and format health benefit claims based on the CDAnet/Réseau ACDQ Standards are certified by CDA. Unless You have CDA-certified practice management software licensed from an independent software vendor, You will not be able to use CDAnet or ITRANS, and CDA will not be able to activate your subscription for either CDAnet or ITRANS. You are responsible for obtaining and implementing the practice management software. The applicable software vendor may be able to help with implementation.
- (b) Communication Agents are required to use CDAnet and ITRANS. A “Communication Agent” is a piece of software that manages the transfer of a Dental Benefit Claim to a network operated by or on behalf of one or more Claims Processors. The Canadian Life and Health Insurance Association (CLHIA) is responsible for the Communication Agent that is currently in use, and it is called Common Communication Driver—Web Services (the “CCD-WS”). The required Communications Agent(s) may change from time to time. Regardless, the independent software vendor who provides You with practice management software should also be able to provide You with the Communication Agent(s) that You require.

### 3.2 CDAnet Service

- (a) Within one week of activating a subscription for CDAnet, CDA will notify the Claims Processors of the subscription. Once the Claims Processors recognize your subscription, You will be able to use CDAnet to transmit Dental Benefit Claims. Typically, Claims Processors will recognize your subscription within two weeks of receiving notice of it from CDA.
- (b) When a CDAnet subscription is terminated, for any reason, CDA will inform the Claims Processors of the termination.
- (c) You will ensure that all information that You provide to CDA through the PSS Website and any CDAnet forms is accurate, and You will promptly notify CDA of any change in the information for You or the Office(s) to which this Service Schedule relates. When You update that subscription information, CDA will relay the updated subscription information, if applicable, to the Claims Processors.

### 3.3 CDA ITRANS Claims Service



- (a) This section 3.3 only applies if You use ITRANS.
- (b) Depending on the version of ITRANS that You use, ITRANS Claims Director software (“ICD”) may be required. This software interacts with CDA-certified practice management software and does the following: (i) based on the applicable Claims Processor, directs Dental Benefit Claims to the appropriate network; (ii) makes a copy of the Dental Benefit Claim excluding any identifiable patient and plan member Personal Information; (iii) transmits the de-identified copy of the Dental Benefit Claim to a CDA-operated system located in Canada to enable CDA (A) to provide the support services described in this Service Schedule, and (B) to provide analysis for the administration of ITRANS and overall dental services provision activity in Canada; (iv) periodically retrieves from CDA an updated list of the appropriate transmission network for each Claims Processor; and (v) allows the practice management software that You use to access that list. CDA grants You a non-exclusive license to use the ICD (including any user documentation provided by CDA) as part of ITRANS and not for any other purpose. CDA reserves any rights in and to the ICD not expressly granted to You in this Service Schedule.
- (c) You and your End Users will not:
  - (i) make any copies of the ICD other than copies that are reasonably necessary for the use of the ICD or to back-up the ICD;
  - (ii) sell, license, resell, sublicense, or otherwise permit any third parties to access or use the ICD;
  - (iii) remove patent, copyright, trademark or other intellectual property markings from the ICD;
  - (iv) modify, alter, tamper with, repair or otherwise create derivatives from the ICD;
  - (v) reverse engineer, disassemble or decompile the ICD;
  - (vi) use the ICD to transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene; or
  - (vii) use the ICD to transmit any virus or other harmful code.

### 3.4 Your Responsibilities

- (a) You and your End Users, will comply with: (i) the rules and procedures for accessing CDAnet as documented in the *CDAnet Office User Guide* (available at [www.cdanet.ca](http://www.cdanet.ca)), (ii) this Service Schedule and the Subscriber Agreement; and (iii) any other documentation governing your use of CDAnet and ITRANS that CDA makes available to You.
- (b) For each Office, You will acquire and maintain all computer hardware and other equipment, software, telecommunications lines or other products or services required to enable You to use CDAnet and ITRANS. You acknowledge that You may not be able to receive and use CDAnet or ITRANS (because of compatibility issues) should computer hardware and other equipment, software, telecommunications lines or other products or services not conform to any guidelines or standards prescribed by CDA and/or your independent practice management software vendor.
- (c) You shall be responsible for training your End Users, on the use of CDAnet and ITRANS.
- (d) You will not permit any Person other than You and your End Users to use CDAnet and ITRANS. You and your End Users will use organizational, administrative, physical and technical means to protect your sign-in credentials (i.e. user identifications, passwords, secure tokens (CDA Digital ID) or other authentication credentials). “Person” means an individual, corporation, partnership, joint venture, association, trust, pension fund, union, governmental agency, board, tribunal, ministry or commission.
- (e) Neither You nor any other End User acting on your behalf may share any sign-in credentials for CDAnet or ITRANS. There are tools for assigning and managing sign-in credentials for End Users on the PSS Website.
- (f) You warrant that the electronic submission of any Dental Benefit Claim by You or any of your End Users constitutes a certification that the Claim contains an accurate and complete statement of:
  - (i) the dental services performed;
  - (ii) the date on which the services were performed;
  - (iii) the provider who performed the services;
  - (iv) the Office at which the services were performed;
  - (v) all the services provided at the particular appointment; and
  - (vi) the total fee payable, errors and omissions excepted.

### 3.5 Security

- (a) CDA has taken steps to secure the systems used by CDA to provide CDAnet and ITRANS. A summary of the safeguards put in place by CDA is available upon request. CDA is not responsible for ensuring the security of any networks or systems at your Office or the security of any Claims Processor's or any other Person's networks or systems.
- (b) In the provision of CDAnet and ITRANS to You, CDA has the right to take any corrective actions or steps related to CDAnet and ITRANS which CDA deems necessary to protect CDA's technology infrastructure and CDA's subscribers from actual or potential threats or security concerns. Such corrective actions or steps may include the suspension of the rights granted to You or any of your End Users to use CDAnet and ITRANS or the deletion of potentially malicious data.

### 3.6 Changes

- (a) CDA may modify or upgrade the infrastructure that CDA uses to provide CDAnet and ITRANS, from time to time.
- (b) CDA may change the CDAnet/Réseau ACDQ Standards from time to time, including any changes that are necessary to enable CDA to modify and improve CDAnet and ITRANS. Such changes may require You to update your systems to meet the new standards.
- (c) CDA may change the features and functionality of CDAnet and ITRANS from time to time.

## 4. Support and Maintenance

- 4.1 CDA will provide reasonable service support through telephone and/or online chat Monday to Friday, 7:30 a.m. to 8:00 p.m. (local time in Ottawa, Ontario). Written instructions on the use of CDAnet and ITRANS will be posted to the PSS Website. Please note: If You are not using ITRANS: (i) CDA will not be able to check the status of specific Dental Benefit Claims in response to your request for support; and (ii) You will not be able to use the ITRANS tab of the PSS Website to view a record of all Dental Benefit Claims transmitted by your Office within the previous 60 days.
- 4.2 CDA will provide technical and administrative support in respect of CDAnet and ITRANS to You and End Users designated by You. CDA is not obligated to provide direct support to any other Person.
- 4.3 When possible, any maintenance of CDA's technology infrastructure will be conducted at the times set out below (the "Maintenance Window"):

Day of the Week	Hours
Monday - Friday	Between 6:00 p.m. and 2:00 a.m. (local time in Ottawa, ON)
Saturday - Sunday	Between 6:00 a.m. and 10:00 p.m. (local time in Ottawa, ON)

## 5. Your Content

- 5.1 You acknowledge that CDA's responsibility for Your Content is limited to processing it to provide You with CDAnet and ITRANS. In every other respect, You are responsible for Your Content. "Your Content" is defined in the Subscriber Agreement.
- 5.2 CDA will not be liable for the disclosure of Your Content or other information associated with your use of CDAnet and ITRANS if such disclosure is required by any law applicable in Canada, provided CDA, to the extent permitted by law, notifies You of any such requirement as soon as it is legally permitted to do so.
- 5.3 You are responsible for determining (on your behalf and on behalf of your End Users) the appropriateness of using CDAnet and ITRANS (with or without additional safeguards) in connection with the preparation, processing or transfer of Dental Benefit Claims, given the sensitivity of the information contained therein. In making any such decision, You will take into account all applicable laws, regulations and professional standards to which You are subject.

## 6. Personal Information and Personal Health Information

### 6.1 Information About You and Your Office

- (a) For the purpose of providing You with CDAnet and ITRANS, it is necessary for CDA to collaborate with the Claims Processors and with the independent software vendors who provide CDA-certified practice management software. You authorize CDA to collect, retain, use, and disclose to the Claims Processors and the independent software vendors, your personal and professional information for purposes relating to the provision and

administration of CDAnet and ITRANS and to enable the Claims Processors and independent software vendors to provide any products or services.

- (b) Dental Benefit Claims identify one or more dentists and one or more Offices. This information is removed when copies of the Dental Benefit Claims are stored by CDA for the purpose of providing reporting related to the administration of CDAnet and ITRANS and analysis of overall dental benefit claims activity in Canada.

## 6.2 Patient Information

- (a) You agree to obtain each patient's consent to submit Dental Benefit Claims through CDAnet and if applicable ITRANS. A sample consent form may be found in the current *CDAnet Dental Office User Guide* found at [www.cdanet.ca](http://www.cdanet.ca).
- (b) You shall ensure that your End Users comply with the obligations set out in section 6.2(a).
- (c) You agree to keep an original copy of each patient's consent on file while the patient is active with the Office, and for a period of three years after the patient ceases to be active with the Office, or for the term stipulated by the registrar in the province of the Office, whichever is greater.
- (d) You agree to provide copies of patient consents to CDA, or to a Claims Processor or their agent, upon request.
- (e) The inclusion of Personal Information (relating to the applicable patient and plan member) in Dental Benefit Claims is necessary for processing. In accordance with section 3.3(b) of this Service Schedule, identifying information about patients and plan members is removed from those copies of the Dental Benefit Claims that are sent to CDA for purposes of enabling CDA to provide any support services relating to the transmission of Dental Benefit Claims. The removal of any such identifying information is carried out in accordance with general industry standards for the anonymization and/or aggregation of personal health information.

- 6.3 Concerns regarding privacy related to CDAnet and ITRANS described in this Service Schedule, and related generally to the Subscriber Agreement, may be directed to:

**Canadian Dental Association**

Attention: Chief Privacy Officer  
1815 Alta Vista Drive  
Ottawa, Ontario, Canada K1G 3Y6  
[privacy@cda-adc.ca](mailto:privacy@cda-adc.ca)

## 7. Disclaimer

- 7.1 Without limiting the generality of section 13 or section 14 of the Subscriber Agreement or any other provision of the Agreement limiting CDA's liability and even though CDA has designed and implemented CDAnet and ITRANS as secure services to be used by dental professionals, CDA cannot and does not provide any representation, warranty, condition or guarantee that:

- (i) CDAnet and ITRANS will be uninterrupted or error free;
- (ii) the measures which CDA has taken to preserve the integrity of any data created, transferred or maintained using CDAnet and ITRANS will always be effective; or
- (iii) a Person cannot compromise the security measures which CDA has implemented in connection with CDAnet and ITRANS;

- 7.2 You further acknowledge that:

- (i) the adjudication, processing, validation and/or payment of any Dental Benefit Claims is not the responsibility of CDA;
- (ii) responding to any Dental Benefit Claims is not the responsibility of CDA; and
- (iii) CDA is not responsible for any product or service obtained by You from any other Person for use by You in conjunction with your use of CDAnet and ITRANS.