



## CANADIAN DENTAL ASSOCIATION

### Subscription Agreement to CDAnet™

#### (Quebec version)

Dentists must be fully licensed and a member of the Canadian Dental Association to subscribe.

**To subscribe Online:** Go to [www.cda-adc.ca/newdentist](http://www.cda-adc.ca/newdentist) for sign in options to the CDA Practice Support Services (PSS) website.

CDAnet is the service developed by Canadian dentists' professional associations, in collaboration with dental benefit claims processors, dental practice software vendors, telecommunication network providers and others, to enable dentists to transmit dental benefit claims on behalf of their patients.

A CDAnet subscription authorizes a dentist to send electronic dental benefit claims from a particular office. Once subscribed to CDAnet, you may choose to sign up for the ITRANS™ Claim Service that enables claims to be transmitted on the Internet. Subscribing to ITRANS is an online process. See above "To Subscribe Online".

As a CDA member you may access CDAnet with a subscription at no additional cost. A Subscription Agreement is required for each dental office you will transmit claims from. To subscribe to CDAnet, read the attached CDAnet Subscription Agreement that details the terms and conditions regarding the use of CDAnet then complete the form on page 4.

Note that in the Province of Quebec, the Association des Chirugiens Dentistes du Québec (ACDQ) offers the Réseau ACDQ service that also enables dentists to transmit benefit claims electronically. To avoid duplication in the lists of authorized dentists, a dentist should only register with one of CDAnet or Réseau ACDQ for e-claims related to a particular office. For more information, contact the CDAnet Help Desk at 800-267-9701.

This Subscription Agreement is for one dentist in one office only. Each dentist in an office who plans to transmit claims must complete a subscription agreement. A dentist working in multiple offices must submit one agreement per office.

When we receive the completed CDAnet Subscription Agreement, we will send an office profile to the office you are joining with the CDAnet unique identification number (UIN), a CDAnet Office number (if not already assigned) and start date. Should you have any questions regarding the subscription agreement or CDAnet services, please do not hesitate to contact us.

Welcome to CDAnet!

CDAnet  
Canadian Dental Association

™ CDAnet is a registered trademark of the Canadian Dental Association  
ITRANS is a registered trademark of Continovation Services Inc.

## CDAnet Subscription Process

The table below outlines the steps in the CDAnet subscription process. Go to [www.cdanet.ca](http://www.cdanet.ca) for additional information and useful links.

**To subscribe Online:** Go to [www.cda-adc.ca/newdentist](http://www.cda-adc.ca/newdentist) for sign in options to the CDA Practice Support Services (PSS) website.

Step	Dentist (Subscriber)	CDAnet	Claims Processor
1	Licensed dentist, who is a member in good standing with the Canadian Dental Association, reads and completes the CDAnet Subscription Agreement.		
2.	The completed and duly signed CDAnet Subscription Agreement form is faxed to CDAnet at 613-523-7070.	Information on the CDAnet Subscription Agreement form is verified and the subscription is entered into the CDAnet subscription system.	
3 & 4		<p><u>Step 3:</u> The next Tuesday or Thursday:</p> <ul style="list-style-type: none"> <li>a) CDAnet provides the new subscription information to the claims processors to confirm the dentist as an authorized CDAnet dentist.</li> <li>b) CDAnet sends an office profile by fax to the dental office to confirm the dentist as an authorized CDAnet dentist. The office profile information includes the dentist's Unique Identification Number (UIN) and the CDAnet office identification number.</li> </ul>	<p><u>Step 4:</u> The next Tuesday or Thursday:</p> <p>The claims processors update their lists to accept claims from the subscribing dentist. For most claims processors this takes a few days, for some it can take up to two weeks.</p>
5	The dental office software is configured to send e-claims by adding the office and dentist information (new CDAnet office), or adding the dentist to already configured software (office already sending claims).		
6	If the office has not received the faxed office profile by end of day on Wednesday or Friday following the form being sent to CDAnet, contact the CDAnet Help Desk at 1-800-267-9701 to follow up.		

Note: Customer service and technical support personnel are available from Monday to Friday 7:30 AM to 8:00 PM EST at 1-800-267-9701.

# CDAnet™ SUBSCRIPTION AGREEMENT

**1. Terms, Conditions and Definitions.** This Subscription Agreement details the terms and conditions regarding the use of CDAnet. In this Subscription Agreement:

“CDA” is the Canadian Dental Association.

“CDAnet” is the trademark owned by CDA that describes the services administered by CDA to enable authorized dentists to transmit dental benefit claims and/or predeterminations to claims processors on behalf of the Subscriber’s patients.

“Subscriber” is the dentist who signed this Subscription Agreement.

“CDAnet Participant” means any person (other than subscribers) or entity authorized by CDA to participate in CDAnet and includes certain persons or entities providing dental claims capture, transmission, messaging, electronic transaction, switching, acknowledgment, adjudication, predetermination and/or payment services through CDAnet and certain persons and entities providing software to access or use CDAnet.

“Data Extract” means the data extracted from a dental benefit claim submitted through CDAnet, which data shall not identify the dentist, the plan sponsor, or the patient.

“Office” means the Subscriber’s physical practice location designated in the Office Information section of this Subscription Agreement.

“CDAnet Office Number” means the unique identification number to be assigned to the Office by CDA.

“UIN” means the unique identification number to be assigned to the Subscriber by CDA.

**2. CDAnet Services.** If the Subscriber’s application is approved: (i) CDA will assign a UIN to the Subscriber (if a UIN has not previously been assigned to the Subscriber); (ii) CDA will assign a CDAnet Office Number to the Office (if the Office has not previously been assigned a CDAnet Office Number); (iii) CDA will provide written instructions on the use of CDAnet and reasonable telephone support. Subscriber’s access to, or use of, CDAnet is considered the Subscriber’s agreement to abide by, and be bound by, this Subscription Agreement.

**3. Modifications to Agreement or Service(s).** CDA may at any time: (i) revise the terms and conditions of this Subscription Agreement; and/or (ii) change the services provided under this Subscription Agreement. Any such revision or change will be binding and effective thirty (30) days after: (i) posting of the revised Subscription Agreement or change to the service(s) on CDA’s websites; and/or (ii) notification to the Subscriber by postal mail, fax, email or other electronic means. The Subscriber agrees to periodically review the current version of the Subscription Agreement available on CDA’s websites in order to be aware of any such revisions or changes. If the Subscriber does not agree with any revision to the Subscription Agreement or change to the service(s), the Subscriber may terminate this Agreement at any time by providing notice to CDA. By continuing to use CDAnet thirty (30) days after posting or notification of any revision to the Subscription Agreement or change in service(s), the Subscriber agrees to abide by and be bound by any such revisions or changes.

**4. Subscriber Technical Requirements.** All necessary computer hardware, software, telephone lines, cable and all other related equipment to be located in the Office shall be provided by the Subscriber in accordance with such specifications as may be prescribed from time to time by CDA or other software or service providers. The Subscriber shall be responsible for the maintenance and use of all

such computer hardware, software, telephone lines, cable and all other related equipment. The Subscriber shall be responsible for all training of CDAnet system users.

**5. Termination of Agreement and Notice.** Either the Subscriber, or CDA, may terminate this Subscription Agreement at any time by giving notice to the other party by postal mail, fax, email or other electronic means. Any notice given by fax, email or other electronic means is deemed to have been given and received on the date of transmission. Any notice given by postal mail shall be deemed to have been given and received on the fifth day following its mailing, provided that during any period of postal mail disruption, notice shall be given by fax, email or other electronic means. CDA will communicate with the Subscriber at the Office. CDAnet is a member service for members in good standing of CDA and/or, in Ontario, of the Ontario Dental Association. If the Subscriber fails to maintain such membership in good standing, then this Subscription Agreement will be deemed to be terminated immediately upon occurrence of such event.

**6. Subscriber's Obligations upon Termination.** Upon termination of this Subscription Agreement, the Subscriber shall no longer access, or use, CDAnet.

**7. Subscriber's Warranties.** The Subscriber warrants to CDA and CDAnet Participants that: (i) the Subscriber is, and will be at all times during the currency of this Subscription Agreement, duly registered or licensed to practice dentistry in Canada and will advise CDA of any change in registration/license status; (ii) the Subscriber is, and will be at all times during the currency of this Subscription Agreement, a member in good standing of his or her Provincial Dental Association; (iii) the Subscriber will comply with the rules and procedures for accessing CDAnet; (iv) all the information the Subscriber provides to CDA in the Subscriber Identification and Office Information sections of this Subscription Agreement is accurate; (v) the Subscriber will promptly notify CDA of any change in the information set forth in the Subscriber Identification or Office Information sections of this Subscription Agreement; (vi) the electronic submission of a dental claim by the Subscriber to a CDAnet Participant constitutes a certification by the Subscriber that the dental claim is an accurate statement of services performed, the provider who performed them, the Office at which they were performed and of the total fee payable, errors and omissions excepted; and (vii) the Subscriber has read and understands this Subscription Agreement; agrees to be bound by it; and agrees that access to, or use of, CDAnet is evidence of such agreement.

**8. Patient Consents.** The Subscriber agrees to obtain each patient's consent to: (i) submit dental claims and/or predeterminations through CDAnet; and (ii) the provision by the applicable CDAnet Participant of a Data Extract to CDA. The Subscriber agrees 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. The Subscriber agrees to provide copies of patient consents to CDA, or to the appropriate CDAnet Participant, upon request.

**9. Acknowledgments and Disclaimers.** The Subscriber acknowledges and agrees: (i) that access to, and use of, CDAnet is solely at the risk of the Subscriber; (ii) that all such services are provided on an "AS IS" and "AS AVAILABLE" basis; (iii) that the adjudication, processing, validation and/or payment of any dental claim submitted through CDAnet are not the responsibility of CDA; (iv) that the response to any request submitted by the Subscriber through CDAnet is not the responsibility of CDA; and (v) that CDA is not responsible for, and shall have no liability with respect to, any product and/or service obtained by the Subscriber from a third party. CDA and CDAnet Participants disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, the

implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither CDA, nor any CDAnet Participant, makes any warranty that CDAnet will be uninterrupted, timely, secure or error free; nor does CDA, or any CDAnet Participant, make any warranty as to the results that may be obtained from the use of CDAnet, or the accuracy or reliability of any information submitted or obtained through CDAnet. The Subscriber acknowledges and agrees that the acknowledgments, disclaimers and exclusions contained in this paragraph 9 shall extend to the benefit of CDA and all CDAnet Participants, and shall survive termination of this Subscription Agreement.

**10. Limitations of Liability.** This paragraph 10 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If the Subscriber initiates any claim, action, suit, arbitration, or other proceeding relating to CDAnet or this Subscription Agreement, and to the extent permitted by applicable law, CDA's and CDAnet Participants' aggregate total liability for damages sustained by the Subscriber and any third party shall be limited, in the aggregate, to \$10.00 (Canadian). The liability limitations provided in this paragraph 10 shall be the same regardless of the number of transactions or claims. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Subscription Agreement, neither CDA, nor any CDAnet Participant, will be liable to the Subscriber or to any third party for incidental, consequential, special, punitive, or exemplary damages of any kind.

The Subscriber acknowledges and agrees that the exclusions and limitations of liability in this paragraph 10 shall extend to the benefit of CDA and all CDAnet Participants, and shall survive termination of this Subscription Agreement.

**11. Indemnity.** The Subscriber agrees to indemnify and hold CDA and all CDAnet Participants harmless from and against any third party claim resulting from, or arising out of: (i) the breach of the Subscriber's warranties, representations and obligations under this Subscription Agreement, or (ii) the Subscriber's use or misuse of CDAnet. This indemnification obligation shall survive the termination of this Subscription Agreement.

**12. Privacy.** In order to provide the Subscriber with CDAnet services, it is necessary for the Subscriber to share personal information with CDAnet Participants. The Subscriber authorizes CDA and CDAnet Participants to collect, retain, use and disclose the Subscriber's personal information for the purposes of providing and administering the CDAnet service. CDA's privacy statement is available at [www.cda-adc.ca](http://www.cda-adc.ca). From time to time, CDA will inform applicable CDAnet participants of the Subscriber's status as an authorized CDAnet provider. The Subscriber consents to the provision by the applicable CDAnet Participant of a Data Extract to CDA.



CANADIAN DENTAL ASSOCIATION

**CDAnet Subscription Agreement Form – Quebec Dentists Only**

Use one form per dentist per office. The dentist must be a current member of the Canadian Dental Association to subscribe to CDAnet. This form must be signed by the subscribing dentist to acknowledge agreement to the terms and conditions. CDAnet will not process a CDAnet Subscription Agreement if any mandatory information is missing. NOTE: In Quebec the Réseau ACDQ also enables the transmission of e-claims. By completing this form, a dentist agrees to be registered with the CDAnet, not Réseau ACDQ for e-claims.

**SUBSCRIBER INFORMATION**

**\* Mandatory information**

\*Dentist name: First \_\_\_\_\_ Last \_\_\_\_\_

\*Provincial license number: \_\_\_\_\_ UIN: (if known) \_\_\_\_\_

\*Are you a certified specialist?  No  Yes Specialty \_\_\_\_\_

\*For the office below, what is your role?  Office owner  Associate in office

**OFFICE INFORMATION**

CDAnet Office Number: \_\_\_\_\_ (Only if office is already sending e-claims, otherwise number will be assigned)

Office Name: \_\_\_\_\_

\*Contact person: First \_\_\_\_\_ Last \_\_\_\_\_

\*Address: \_\_\_\_\_

\*City: \_\_\_\_\_

\*Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

\*Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Office administrative email: \_\_\_\_\_

\*Software vendor: \_\_\_\_\_

Preferred Office Language:  English  French

Preferred Correspondence:  Fax  Email (CDA preference)

**AGREEMENT**

By signing below I certify that I am a duly licensed dentist and a member of the Canadian Dental Association. I have read and agree to all the terms and conditions stated in this CDAnet Subscription Agreement.

\*Dentist signature (no stamps): \_\_\_\_\_ \*Date: \_\_\_\_\_

CDA agrees to all the Terms and Conditions stated in the CDAnet Subscription Agreement.

Signature: *Geoff Valentine*

Date: June 7, 2013

Print name: Geoff Valentine

Title: Manager, Health Informatics Services

Note that for CDAnet, all dentist correspondence is sent to the Office indicated. Inform CDA if you leave this Office. Go to [www.cdanet.ca](http://www.cdanet.ca) for details. Fax the completed form to 613-523-7070.

The Office will be notified when the subscription has been processed.

**For CDAnet Use Only**

Date processed: \_\_\_\_\_ mm dd yy Initial: \_\_\_\_\_ New Office No.: \_\_\_\_\_