www.paytrak.ca
PAYTRAK
PAYROLL SERVICES

PAYTRAK PROTECT

health + dental benefits

CONTRACT AND BENEFITS MANUAL

CLIENT: _____

CLIENT ID: _____

EFFECTIVE DATE: _____

MONTHLY PAYMENT DUE DATE: ON THE FIRST PAY ENDING DATE OF EACH MONTH, IN THE MONTH PRIOR TO THE BILLING DATE [1ST OF EACH MONTH]

RENEWAL DATE: _____

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DEFINITIONS

ADMINISTRATIVE POLICIES AND PROCEDURES means the administrative policies and procedures of PayTrak that are defined and created as the Pooled Benefit Plan(s).

BENEFIT PLAN means the detailed description of all Eligible Services, described in the Benefit Plan Booklet, as defined and created in part by the Administrative Policies and Procedures.

BENEFIT PLAN BOOKLET means the booklet(s) issued to the Client and Plan Members identified in Section 7, that describe the Benefit Plan that a Plan Member may become eligible for, which is attached to and forms an integral part of this Contract.

CONTRACT means this Contract, together with the Client Application and the Benefit Plan Booklet, all exhibits, amendments and statements made and furnished to PayTrak in compliance with the terms of this Contract.

DEPENDENT has the same meaning as Dependent included in the Benefit Plan Booklet.

EFFECTIVE DATE has the meaning as described to on the cover page of this Contract.

ELIGIBILITY DATE means the date the Plan Member becomes eligible, that is either on the Effective Date of this Contract or such later date as determined by the eligibility provisions described in the Benefit Plan Booklet as a result of the Plan Member's date of hire.

ELIGIBLE SERVICES means the level of benefits or services described in the Benefit Plan Booklet for this Contract.

ENROLLED OR ENROLMENT means the status of a Plan Member or Dependent whose enrolment has been accepted by PayTrak.

PAYTRAK means PayTrak Payroll Services Ltd.

MONTHLY PAYMENT DUE DATE has the meaning as described to on the cover page of this Contract.

CLIENT means the contracting party other than PayTrak.

PLAN MEMBER means a person who is enrolled for benefits and has met eligibility requirements in accordance with the eligibility provisions in the Benefit Plan Booklet.

PROVIDER OF SERVICE means any person, corporation or other entity authorized to provide Eligible Services in accordance with the Administrative Policies and Procedures.

RENEWAL DATE has the meaning as ascribed to on the cover page of this Contract.

GENERAL PROVISIONS

THE CONTRACT

This Contract, which includes the Client Application, all exhibits, amendments and statements made and furnished to PayTrak in compliance with the terms of this Contract, as well as any other document or agreement in writing signed by the parties and referring to this Contract or to the Eligible Services provided in connection with this Contract, all of which are incorporated into, form an integral part of and together constitute the entire Contract.

EFFECTIVE DATE

This Contract commences and is effective as of and from the Effective Date, provided:

A] an application by the Client is accepted by PayTrak;
B] payment of the initial monthly premiums, as outlined by PayTrak and accepted by the Client, is received by PayTrak, in full; and
C] upon which this Contract will be effective and binding by the Client and on behalf of for the benefit of eligible Plan Members and their Dependents. Any disagreement with this Contract must be made by notice in writing by the Client to PayTrak within 30 days of the date this Contract is issued

ADMINISTRATIVE POLICIES AND PROCEDURES

The Client acknowledges that, from time to time, PayTrak adopts Administrative Policies and Procedures, and currently has Administrative Policies and Procedures in force and effect. PayTrak reserves and will have the right at all times and from time to time, to create, adopt, amend, alter or revise the Administrative Policies and Procedures, in its sole discretion, without notice.

BENEFIT PLAN BOOKLET

PayTrak will issue to the Client a Benefit Plan Booklet containing a description of the Benefit Plan provided under this Contract.

CONTRACT CHANGES

This Contract may be changed at any time by written notice by PayTrak.

NON-TRANSFERABILITY

No person, other than a Plan Member and/or Dependent will be entitled to Eligible Services under this Contract.

CONFIDENTIALITY OF INFORMATION AND RECORDS/PRIVACY

As part of its Administrative Policies and Procedures, PayTrak has a Privacy policy and policies on the Confidentiality of information provided by the client.

By entering into a contract with PayTrak, the Client consents to the collection, use or disclosure of all personal information necessary for enrolment in the plan, plan administration and access to other services, in accordance with the federal Personal Information Protection and Electronic Documents Act (PIPEDA) "the Act"

The Client acknowledges and agrees that PayTrak, or its related companies, will use such information for the following purposes:

A] for its statistical and administrative purposes;
B] in connection with any matter or question affecting the liability of PayTrak or any of its related companies, in respect of any claims by a Plan Member and/or Dependent, or the rights of a Plan Member and/or Dependent, or of the Client; or
C] to disclose, licence, transfer, assign or otherwise provide or publish such information, in whole or in part, alone or together with other information, in any format, including without limitation, as part of a database, compilation, study, record, or other material or such other publication, as PayTrak determines, and in any form, electronic, digital or other form, and (at its discretion) with or without charge, subject only to the limitation that in no event will the name or other personal identifier of any Plan Member and/or Dependent or the Client be used without consent.

NOTICES

Any notice given by PayTrak, to the Client or a Plan Member and/or Dependent must be in writing and addressed to the party to whom it is to be given and:

A] delivered by mail. If notice is given by mail, it will be deemed to have been given or made on the fifth day following its deposit in a post office;
B] personal delivery. If notice is given by personal delivery, it will be deemed to have been given or made on the day it is delivered on a business day by 4:30 pm EST;

C] transmitted by electronic communication. If notice is transmitted by electronic communication, it will be deemed to have been given or made on the day it is transmitted electronically received on that business day by 4:30 pm EST.

Any notice to be given to the Client will be delivered to the Client Contact via email or such other address. It will be addressed to the designated contact as assigned by the Client.

Subject always to the Administrative Policies and Procedures concerning eligibility and enrolment, the Client agrees to arrange for all persons who are now, or during the term of this Contract become, eligible to be a Plan Member and/or Dependent, to be enrolled in a Benefit Plan selected by the Client.

ELIGIBILITY AND ENROLMENT

ELIGIBILITY

The Plan Member and the Plan Member's eligible Dependents are eligible for benefits under this Contract on the Plan Member's Eligibility Date.

The Client agrees to provide to PayTrak, by a method satisfactory to PayTrak, and within the time frame prescribed below, written particulars of:

A] those persons who are eligible to be enrolled as Plan Members and/or Dependents under the Administrative Policies and Procedures;

B] any enrolled Plan Member and/or Dependent who ceases to be eligible to be enrolled (including Spouses who have ceased to be Dependents of Plan Members); and

C] those persons who, while this Contract is in effect, become eligible to be Plan Members and/or Dependents.

All such information will be provided by the Client to PayTrak within 31 days of the applicable event.

The obligation and responsibility to advise PayTrak of persons eligible to be Plan Members and/or Dependents lies solely with the Client, as of the Effective Date of this Contract or as of the first date on which such Plan Members and/or Dependents become eligible. PayTrak will have no liability or responsibility toward any person who was or is eligible to be enrolled as a Plan Member and/or Dependent, but who failed to be so enrolled by the Client with PayTrak as and when that person ought to have been enrolled as provided in this Contract. It is expressly agreed that PayTrak has no liability or responsibility toward any person not enrolled as a Plan Member and/or Dependent, notwithstanding the terms of any agreement pursuant to which the Client is obligated to provide or obtain benefits in respect of the person.

PARTICIPATION REQUIREMENT

The Client acknowledges that in order for this Contract to continue to exist, the participation under this Contract by eligible Plan Members is required to be maintained at the following levels:

A] offered to all eligible Plan Members as outlined in Client's company policy; and
B] include PayTrak's policy requirements. See PayTrak Policy v1.0.

PAYTRAK PAYROLL SERVICES LTD. POLICY V1.0

- ✓ Employer contributions must be a minimum of 50%.
- ✓ All employees with a minimum of 20 hours per week on a regular basis are eligible.
- ✓ 3 month waiting period from date of hire.
- ✓ It is mandatory that all eligible employees be enrolled in the plan.
- ✓ All employees must be on the same package. (Bronze, Silver, Gold)
- ✓ Client determines which plan and must be on that plan for a minimum of one year prior to upgrading to a higher plan level. Not permitted to drop to a lower level.
- ✓ Client must have a policy within their organization with our minimum requirements included.
- ✓ Premiums will be collected the first pay ending date prior to the 1st of the following month.
- ✓ Premiums will be collected in full.
- ✓ Client must provide 30 days notice prior to terminating benefit plan.

RATES

PAYMENTS + DUE DATES

The Client will pay to PayTrak monthly on the first pay ending date of the month for the premiums due the following month, the aggregate rates payable, together with all applicable taxes.

RENEWAL

PayTrak will provide written notice to the Client or its Plan Advisor prior to the renewal date or as soon as it becomes available, describing the revised monthly rates to be applicable during the renewal period.

The renewal of the Contract will be effective and binding upon both the Client and PayTrak;
A] if accepted by the Client in writing, or
B] by payment of the revised monthly rates applicable and effective during such renewal period.

TERMINATION

This Contract will be in effect during the specified period of time for which rates are fixed in an amount, subject to:

A] payment by the Client of the aggregate rates for each monthly period as agreed to by PayTrak and the Client;
B] any renewal of the Contract in Section 4;
C] notice by either party in writing of its intention to terminate to be given not less than 30 days prior to the date of termination.

Failure by the Client to pay the monthly aggregate rates within 15 days of the Monthly Payment Due Date for such rates will entitle PayTrak, at its option, to terminate this Contract, and its obligations to all Plan Members and their eligible Dependents in respect of any such Client, by notice in writing to the Client.

The client is responsible for notifying their employees of the termination of the plan.

This Contract and PayTrak's obligations under this Section will terminate automatically in the event the Client:

A] makes an assignment in bankruptcy or institutes or becomes the subject of a proceeding under bankruptcy legislation of any jurisdiction;
B] becomes insolvent;
C] becomes the subject of a proceeding under any legislation providing for the making of arrangements between debtors and their creditors;
D] is placed in receivership; or
E] commences or becomes the subject of procedures or proceedings to dissolve, liquidate, wind-up or otherwise terminate the conduct of its affairs; or
F] falls below the Participation Requirements described in Section 3.

The termination will be deemed to occur on the day prior to the date of the event giving rise to the termination.

The Client acknowledges and agrees that PayTrak, is entitled to terminate unilaterally at any time the enrolment of any Client and it's Plan Member(s) and/or Dependent(s), where the Client and/or it's Plan Member(s) and/or Dependent(s) has engaged in a practice in respect of claims for Eligible Services which, is illegal or outside of the terms of this Contract.

In the event of and notwithstanding the termination of this Contract, or of any Plan Member's and/or Dependent's rights under this Contract, the Client will be and remain liable to and indemnify and hold PayTrak harmless for the cost of any Eligible Services in a period during which amounts payable by the Client under this Contract.

PayTrak may, in its sole discretion, elect not to make payment for Eligible Services rendered at any time during which the Client is in default in its payment obligations under this Contract. Any such decision by PayTrak not to make payment as indicated will take effect upon notice by PayTrak to the Client to such effect and will continue or terminate, as the case may be, at such time or times and on such terms as PayTrak will in its sole discretion determine. Nothing in this provision will be construed as obligating PayTrak to take or refrain from taking any action in respect of the Client, a Plan Member and/or Dependent, or in respect of any claim or default.

FINAL PROVISIONS

Each of the parties and their respective authorized officers or representatives while this Contract is in effect, will respectively be and remain persons of full legal capacity and power to contract and perform their respective obligations under this Contract.

EXHIBITS

BENEFIT BOOKLET

check applicable package

☐ BRONZE

☐ SILVER

☐ GOLD

Advise of the employer and employee percentage contributions. They must equal 100% with a minimum of 50% from the employer.

☐ % EMPLOYER PORTION

☐ % EMPLOYEE PORTION

THIRD PARTY ADMINISTRATION

PAYTRAK PROTECT ADMINISTRATIVE SERVICES AGREEMENT

Between

PAYTRAK PAYROLL SERVICES LTD

And

EMPLOYER _____

ADDRESS _____

OBJECTIVE

The objective of this Administration Services Agreement is to assist participating Employers with benefits of a group pooled benefit plan (PayTrak Protect) and the ongoing administration of such plan offered by PayTrak Payroll Services Ltd.

WHEREAS

A] The Employer agrees to have PayTrak Payroll Services Ltd. administer the above mentioned plan on their behalf.

B] PayTrak Payroll Services Ltd. is the policyholder of PayTrak Protect and therefore responsible for maintaining their contractual provisions within the applicable insurer(s) contract. PayTrak Payroll Services Ltd. may make changes as required in order to maintain the plan.

C] PayTrak Payroll Services Ltd. is an independent third party held harmless to the Employer and its employees and employee's dependants.

NOW THEREFORE

PAYTRAK PAYROLL SERVICES LTD. and the EMPLOYER hereby agree as follows:

1] PayTrak Payroll Services Ltd. will act as the Administrator of the plan on behalf of the Employer;

2] PayTrak Payroll Services Ltd. responsibilities will include, but will not necessarily be limited to the following:

A] Receipt and payment of the monthly employer and employee contributions for the PayTrak Protect plan.

B] Remittance and accounting of said premiums to the appropriate service provider(s) in accordance with the provisions of the policy.

C] Retaining copies of the employee enrollment forms.

D] Notifying the employer at least 30 days prior to the effective date of each Plan Year or as soon as they become available of; any changes to either the plan design or rates to the plan amounts for the following Plan Year.

3] The EMPLOYER will be responsible for:

A] Advising of newly eligible employees and remitting the forms to PayTrak Payroll Services Ltd. to enable them to be added to their database within the appropriate timeframe.

B] Advising PayTrak Payroll Services Ltd. of terminating employees prior to final pay to ensure all final contributions are collected/refunded. Should we not be advised prior, the employer is responsible for both the employer and employee portion.

C] Distributing the plan booklets provided by PayTrak Payroll Services Ltd. Administrator to the employees enrolled in the plan.

D] Reporting changes in status under the Plan (i.e.: a single employee becoming married, or an employee adding dependents) to PayTrak Payroll Services Ltd. on the applicable form provided by PayTrak Payroll Services Ltd.

E] Ensuring that there are sufficient funds in the corporate bank account to allow PayTrak Payroll Services Ltd. to withdraw the contributions payable to the appropriate insurer(s) and service provider(s) during the Employer's regular payroll processing schedule with PayTrak Payroll Services Ltd. (Fees include insurance premiums plus applicable taxes that are being paid for by either the employer or employees, through payroll deductions.)

F] Retaining the original employee enrollment forms.

G] Notifying PayTrak Payroll Services Ltd. at least 30 days prior to the effective date of each Plan Year of any changes to the Employer/Employee contribution amounts for the following Plan Year.

H] Notify PayTrak Payroll Services Ltd. at least 30 notice to terminate services.

OTHER TERMS + CONDITIONS

A] Funds held by PayTrak Payroll Services Ltd. will bear no interest for the employer.

B] PayTrak Payroll Services Ltd. will not be liable for any loss or damages where the employee or employer failed to provide accurate information as to the eligibility of a plan member or a dependent for coverage under the plan.

C] The Employer allows PayTrak Payroll Services Ltd. to act on their behalf as the plan administrator.

D] Fees & Premiums due for the PayTrak Protect plan are subject to change.

The terms of this Application and Agreement are hereby accepted by:

EMPLOYER _____ DATED AT _____

DATED ON _____ AUTHORIZED REPRESENTATIVE _____

TITLE _____ SIGNATURE _____