

PARTICIPATION AGREEMENT

between

THE BENEFITS TRUST (the "Trust")  
3800 Steeles Avenue West, Suite 102W  
Vaughan, Ontario L4L 4G9

and

CONTRACTHOLDER \_\_\_\_\_  
(Legal company name – please print clearly)

Address \_\_\_\_\_

City \_\_\_\_\_ Prov \_\_\_\_\_ Postal Code \_\_\_\_\_

Effective the first day of (month) \_\_\_\_\_ , (year) \_\_\_\_\_

The purpose of this document is to outline the terms and conditions of the financial accounting arrangements with respect to benefits provided by the Trust to the employees of the Contractholder.

**INSURED BENEFITS**

Nature of Benefits

The insured benefits consist of basic employee life insurance, accidental death and dismemberment insurance ("AD&D"), critical illness insurance, excess medical stop loss insurance including semi-private hospital coverage, out of country emergency medical insurance and travel assistance benefits.

Underwriter

The insured benefits are provided through group insurance policies issued by the life insurance companies (the "Insurers") selected by the Trust and shown in Appendix A.

Insured Arrangements

Insured arrangements are described in the group insurance policies and underwriting agreements issued by the Insurer.

## Payment of Premiums

The Insurer in consultation with the Trust sets premium rates. Premiums for insured benefits are paid to the Trust. The Trust remits premiums to the Insurer on behalf of the Contractholder.

## Renewal

In addition to any terms or conditions contained in the group policies of underwriting agreements, premiums may be adjusted on any renewal date as described in Appendix A.

## Termination of Coverage

In addition to any terms or conditions contained in the group policies or underwriting agreements, insured benefits may be terminated without further notice to the Contractholder or its employees, in the event that any required contribution is not received by the Trust within 31 days of the due date, and until all outstanding contributions are paid in full.

## **HEALTH CARE SPENDING ACCOUNT BENEFITS**

### Nature of Benefits

The health care spending account benefits consist of a health care spending account as described in Appendix B and the Group Benefits Master Application forming part of this agreement between the Trust and the Contractholder.

The Health Care Spending Account benefits are administered by the Trust and funded by the Contractholder.

Neither the Trust nor its agents underwrite or insure any Health Care Spending Account benefits provided to the Contractholder or its employees.

### Payment of Contributions for Health Care Spending Account (HCSA)

Contributions in respect of the Health Care Spending Account are paid monthly by the Contractholder to the Trust.

The Contractholder is responsible for the entire Health Care Spending Account amount for each employee in each contract year, regardless of the termination date of the employee. The annual HCSA amount for a new hire will be pro-rated based on the number of full months worked in the benefit year. Any unused funds in each employee's HCSA at the end of each Benefit Year may be rolled over to the following contract year. Any funds that are not spent by the employee by the end of the second contract year are returned to the Contractholder.

## Financial Arrangements for Health Care Spending Account (HCSA)

The Contractholder is required to pay the monthly contribution amount which equals:

One-twelfth (1/12) of the annual amount of the Health Care Spending Account according to the attached Group Benefits Master Application forming part of this agreement, per contract year per employee,  
plus Plan Operation Costs calculated in accordance with Appendix C,  
plus applicable provincial or federal sales tax, and provincial premium tax.

## Renewal

A renewal calculation is due on:

- i) the date described in Appendix C,
- ii) every date on which the Contract is materially amended,
- iii) any other date mutually agreed by the Trust and the Contractholder.

## Delinquent Contributions

In the event any required contribution is not received by the Trust within 31 days of the due date, claim payments may be suspended without further notice to the Contractholder or its employees until all outstanding contributions are paid in full.

## Termination of Contract

This Participation Agreement may be terminated by the Contractholder or by the Trustees upon thirty-one (31) days written notice.

In the event of the termination of the Contract for any reason,

- i) any deficit previously identified, and
- ii) the full monthly contribution amount for the month of termination become immediately payable in full.
- iii) Any surplus previously identified will be refunded to the Contractholder.

Unless specific arrangements are made to the contrary, the Trust will not be liable for any claims or other expenses incurred or submitted after the date of termination.

Not more than ninety days after the Trust ceases to be liable to pay any claims or other expenses on behalf of the Contractholder, the Trust will prepare a final accounting statement. Any surplus or deficit so identified will be refunded to the Contractholder or paid to the Trust, as the case may be, within thirty one days of the delivery of such statement to the Contractholder.

Adequacy of Records

The Trust will rely on any information provided by the Contractholder in order to calculate the amount of any payment. The Contractholder is liable for any error resulting from incorrect or incomplete data supplied to the Trust.

For The Benefits Trust:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

For the Contractholder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**APPENDIX A**

**Revised August 1, 2009**

Insured Benefits

The following insured benefits are provided by the noted insurers. For details of these insured benefits, refer to the group insurance policies.

**Benefit**

Basic Life Insurance - \$25,000	ACE INA Life Insurance
Accidental Death and Dismemberment - \$100,000	ACE INA Life Insurance
Critical Illness - \$25,000	ACE INA Life Insurance
Excess Medical Stop Loss Insurance including Semi-Private Hospital Coverage	Expert Travel Financial Security (E.T.F.S.) Inc.
Out of Country Emergency Medical Insurance with Travel Assist Services	Expert Travel Financial Security (E.T.F.S.) Inc.

Renewal Date

The policy renewal date(s) are set as August 1, 2010 and every August 1 thereafter.

## **APPENDIX B**

### Guidelines For Claim Expenses Eligibility

#### ***Whose Claims Are Considered Eligible?***

The Employee may submit claims for eligible expenses which are incurred by themselves, their spouse, or any other dependent for whom the employee is claiming a tax deduction in the taxation year the expense was incurred.

#### ***What Expenses Are Considered Eligible?***

Eligible expenses include:

- Expenses listed as eligible medical expenses in the Income Tax Act, its regulations and Interpretation Bulletins (see following list). This list is subject to change as the Act is amended.
- Unpaid portions of expenses from regular health and dental plans such as deductibles, co-insurance amounts and amounts which exceed plan maximums;
- Expenses not covered under any other benefit plan (group, provincial, or private);

#### ***Eligible Expenses under the Income Tax Act***

##### **Medical Practitioners (if registered in the province where the expenses occurred)**

- Chiropractors or Podiatrists
- Chiropractors
- Christian Science Nurses
- Christian Science Practitioners
- Dentists
- Massage Therapists
- Medical Doctors
- Naturopaths
- Nurses
- Occupational Therapists
- Optometrists, Oculists, or Ophthalmologists
- Osteopaths
- Physiotherapists
- Psychologists
- Speech Therapists
- Therapists or Therapeutists

## **Care and Facilities**

- Expenses of a full-time attendant, or of full-time care in a nursing home, for an individual who has a severe and prolonged mental or physical impairment. The condition must be certified by a medical doctor or optometrist, where applicable.
- Expenses of a full-time attendant, if an individual lives in a self-contained domestic establishment (e.g., the individual's home), provided a doctor certifies that the individual is likely to be dependent others for personal needs and care for an indefinite period because of a mental or physical infirmity.
- Expenses of full-time care in a nursing home for an individual who, due to a lack of normal mental capacity, is and will continue to be dependent upon others for personal needs and care. The certification of a doctor is required to support the need for this care.
- Expenses for the care and/or training at a school, institution or other place (e.g., nursing home) when an individual has been certified to be someone who, because of a physical or mental impairment, requires the equipment, facilities or personnel provided by such place. An appropriately qualified person must certify that the individual's condition requires such care.
- Expenses of a public or licensed private hospital, including hospitals outside Canada.

## **Assistance Devices, Supplies, and Equipment**

- Eyeglasses or other devices for the treatment or correction of a defect in vision
- Artificial eyes and limbs
- Crutches
- Wheelchairs
- Walkers
- Spinal brace/support
- Brace for a limb
- Iron lung/portable chest respirator
- Rocking bed for poliomyelitis victims
- Ileostomy or colostomy pads
- Cloth diapers, disposable briefs, catheters, catheter trays, tubing or other products required by an individual who is incontinent by reason of illness, injury, or infliction
- Truss for a hernia
- Artificial kidney machine
- Laryngeal speaking aid
- Aids to hearing

## **Assistance Devices, Supplies, and Equipment (continued)**

- Device or equipment, including replacement parts, designed exclusively for use by an individual suffering from a severe chronic respiratory ailment or a severe chronic immune system dysregulation, but not including an air conditioner, humidifier, dehumidifier, or air cleaner
- Air or water filter or purifier for use by an individual who is suffering from a severe chronic respiratory ailment, or a severe chronic immune system dysregulation, to cope with or overcome the ailments dysregulation
- Electric or sealed combustion furnace acquired to replace a furnace which is neither, where the replacement is necessary solely because of a severe chronic respiratory ailment or a severe chronic immune system dysregulation
- Device or equipment designed to pace or monitor the heart of an individual who suffers from heart disease
- Device that is designed to assist an individual with mobility impairment in walking
- Device designed exclusively to enable an individual with a mobility impairment to operate a motor vehicle
- Power-operated guided chair installation that is designed to be used solely in a stairway
- Mechanical device or equipment designed to assist an individual to enter or leave a bathtub or shower or to get on or off a toilet
- Power-operated lift designed exclusively for use by a disabled individual to allow access to different areas of a building or to assist the individual to gain access to a vehicle or to place the individual's wheelchair in or on a vehicle
- Electronic or computerized environmental control system designed exclusively for the use of an individual with a severe and prolonged mobility restriction
- External breast prosthesis that is required because of a mastectomy
- Hospital beds, including any necessary attachments prescribed for an individual
- Oxygen tent or equipment necessary to administer the oxygen (includes the oxygen)
- Custom made wig for an individual who has suffered abnormal hair loss as a result of disease, medical treatment or an accident
- Device designed to be attached to an infant diagnosed as being prone to Sudden Infant Death Syndrome in order to sound an alarm if the infant ceases to breathe
- Extremity pump or elastic support hose designed exclusively to relieve swelling caused by chronic lymphedema
- Inductive coupling osteogenesis stimulator for treating non-union of a fracture or aiding in bone fusion
- Infusion pump, including disposable peripherals, used in the treatment of diabetes, or a device designed to enable a diabetic to measure blood sugar levels
- Needles and syringes for injections

## **Assistance Devices, Supplies, and Equipment (continued)**

- Orthopaedic shoe or boot, or an insert for a shoe or boot, custom made for an individual in accordance with a prescription to overcome a disability
- Device or equipment, including a synthetic speech system, Braille printer and large print-on-screen device, designed exclusively to be used by a blind individual in the operation of a computer
- Optical scanner or similar device designed to enable a blind individual to read print
- Device to decode special television signals to permit the vocal portion of the signal to be visually displayed
- A visual or vibratory signaling device, including a visual fire alarm indicator, for an individual who has a hearing impairment
- Electronic speech synthesizer that enables a mute individual to communicate by using a portable keyboard

## **Drugs**

- Insulin
- Vitamin B12 and liver extract indicated for pernicious anaemia
- Drugs, medications or other preparations or substances prescribed by a medical practitioner or dentist and recorded by a pharmacist

## **Transportation, Meals, and Accommodation**

- Expenses for transportation by ambulance to or from a public or licensed private hospital
- Transportation expenses paid to an individual who is in the business of providing transportation services to transport the patient and one additional person (if medically necessary, as certified by a medical practitioner) provided:
  - Substantially equivalent medical services are not available locally
  - The route taken is reasonable direct
  - The medical treatment sought is reasonable and the distance traveled is at least 40 kilometresIf hired transportation is not readily available, reasonable expenses for private transportation will be eligible.
- Reasonable expenses for meals and accommodation for a patient and, if medically required, an accompanying person, provided the conditions for transportation expenses (specified above) are satisfied and the distance traveled is at least 80 kilometres

## **Dental**

- Preventive, diagnostic, restorative, orthodontic, and therapeutic care
- Making or repairing of dentures by a licensed dental mechanic

## **Other Expenses**

- Diagnostic, laboratory, and radiological procedures or services for maintaining health and preventing disease, or assisting in the diagnosis or treatment of an injury, illness or disability of an individual, when prescribed by a doctor or dentist
- Acupuncture treatment when performed by a qualified medical doctor
- Reasonable expenses for rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for an individual's loss of hearing or speech
- Reasonable expenses for modifications to a home for an individual who lacks normal physical development, or who has severe and prolonged mobility impairment, so as to enable the individual to gain access and move around the home
- On behalf of an individual who requires a bone marrow or organ transplant:
- Reasonable expenses to locate a compatible donor and arrange for the transplant
- Reasonable traveling, board and lodging expenses of the donor and the individual with respect to the transplant
- The cost of acquisition, care and maintenance (including food and veterinarian care) of an animal if the animal is specifically trained to assist an individual who is blind, profoundly deaf or has a severe and prolonged impairment that markedly restricts the use of the arms or legs. In addition, reasonable traveling, board, and lodging expenses incurred while in full-time attendance at a facility that trains individuals in the handling of such animals are eligible.

## **APPENDIX C**

### Plan Operation Costs

Costs payable by the Contractholder are shown in item (i) below, and include, but are not limited to, claims adjudication, claims payment, employee record keeping, plan and claim enquiries, and plan accounting, plan reporting, and benefit administration.

(i) Health Care Spending Account

20.0% of Contractholder contributions

### Renewal Date

The contract renewal date is set as twelve months from the effective date of this Agreement, and every 12 month period thereafter.