



Schedule "A"

271 Spadina Road
Toronto, ON M5R 2V3

T:1-866-518-0000 | TTY:1-877-215-9530

QUICK ACCESS SUPPLY AGREEMENT

THIS LETTER OF AGREEMENT (the “**AGREEMENT**”) is made as of the date set out on the signature page hereof February 03, 2025 (the “**Effective Date**”)

BETWEEN:

CANADIAN HEARING SERVICES, INC. (“CHS”), a corporation under the laws of Ontario

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (“CUSTOMER”), a corporation under the laws of Ontario

Herein, each is also a “**Party**”, and collectively are the “**Parties**”.

WHEREAS the CUSTOMER desires to engage CHS to provide the CUSTOMER with certain services described herein;

AND WHEREAS, CHS is in the business of providing such services, and CHS has agreed to provide such services, as set out and in accordance with the provisions of this Agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1- SCOPE OF SERVICES; CHANGES

Definition of Services

CHS will perform the following services (collectively, the “**Services**”):

1.01 **Quick Access Services**

1.01.1 Quick Access is a service that uses a CHS sign language interpreter to facilitate communication between a Deaf and hearing person via video using a smartphone, tablet or computer with microphone and webcam. Using spoken language, the sign language interpreter conveys what the Deaf customer is communicating through sign language to the hearing person and *vice versa*.

1.01.2 CHS shall deliver Quick Access in American Sign Language (ASL) - English and Les Signes de Quebecoise (LSQ) - French, to assist the CUSTOMER in providing hearing accessible communication, on the terms contained herein.

1.01.3 CHS represents that it has the technology and personnel to provide Quick Access in a timely manner during the hours it is required to provide such services. CHS shall always use industry standard security technologies to protect its systems and to preserve the security, integrity and confidentiality of all the CUSTOMER's Confidential Information. CHS shall not record any video conference between the CUSTOMER and CHS.

1.01.4 Quick Access will be available to the CUSTOMER's clients and staff during the hours described on Schedule "A", or other such times as the Parties agree from time to time.

1.01.5 Quick Access is available for the CUSTOMER's needs, at a per minute cost basis, minimum 2 minutes.

1.01.6 CHS shall provide Quick Access services from a secure and sound-proofed location to minimize the risk of privacy breaches. CHS acknowledges that in the course of the CUSTOMER providing Quick Access to clients in the community, it is acting as an agent as defined in the *Personal Health Information Protection Act, 2004* ("PHIPA"). As part of the obligations to comply with PHIPA and other applicable privacy legislation, CHS will have in place and adhere to organizational privacy and security policies and procedures and will ensure any employees, contracted or otherwise, providing the Services comply with these privacy and security obligations. If a security breach occurs that results in a privacy breach during the provision of Quick Access to the CUSTOMER's clients, CHS agrees to promptly notify the CUSTOMER of such and to cooperate in any investigation in connection therewith.

ARTICLE 2- FEES

2.01 Fees

(1) The CUSTOMER will pay to CHS in consideration for the performance of CHS's Services the following fee (the "**Fees**"):

2.02 Monthly Service Fee

Each identified CUSTOMER will require its own dedicated Quick Access account at a cost of \$50 per account, per month, which is charged at a one-time annual basis on the effective date.

(A) Rate

American Sign Language (ASL) - English is billed at \$6 per minute.

Les Signes de Quebecoise (LSQ) – French is billed at \$6 per minute.

A session is defined as commencing when a connection is made between the CUSTOMER representative with CHS, to initiate Quick Access.

(B) Implementation Fees

Standard Implementation and Training is included with your Monthly Service Fees.

Additional Training Rates

Additional training requirements are billed at \$150 per hour.

(C) Duration

The duration of the session will be rounded up to the nearest minute. the CUSTOMER will be invoiced for every minute of usage from connection of session through to disconnect. Each session has a minimum billable duration of 2 minutes.

(D) Cancellation

There are no cancellation fees associated with Quick Access.

(E) Invoicing

Invoices for Quick Access will be sent to the CUSTOMER monthly and will indicate usage for each account held We by the CUSTOMER.

(1) Notwithstanding the Fees set out above, CHS reserves the right to undertake an annual review of such rates to determine the impact of such arising from external changes in service cost that may have arisen in any given year, and to adjust fees accordingly. Should CHS chose to implement any required increase, such increase will be undertaken by July 1st in each year of the Agreement period and will do so retroactively to July 1st in each such year.

(2) Except as expressly set out in this Agreement, there will be no other fees or other amounts payable by the CUSTOMER to CHS in respect of the Services.

2.03 Payment of Invoiced Amounts

The CUSTOMER will pay all invoiced Fees within thirty (30) days of the date of receipt of each such invoice. The CUSTOMER may elect to pay invoices using any of the following methods: (1) cheque; (2) electronic funds transfer or automated clearing house; or (3) any other payment method deemed appropriate by the CUSTOMER in its sole discretion. CHS will be responsible for enabling its acceptance of any of the CUSTOMER's designated invoice payment methods and all costs associated therewith.

ARTICLE 3- CONFIDENTIALITY & PRIVACY

3.01 Confidentiality and Privacy

“**Confidential Information**” of a Party is: (a) any information concerning the business or affairs of such Party or its directors, officers, agents, councillors, employees, clients, patients and physicians, as applicable; and (b) in respect of the CUSTOMER, any personal health information of a Deaf person communicating with the CUSTOMER using Quick Access.

Each Party shall treat the other Party’s Confidential Information as confidential and shall not use or disclose such Confidential Information except as may be required in order for CHS personnel or the CUSTOMER’s personnel, as the case may be, to meet their obligations under this Agreement.

The Parties agree that any combination of information that includes Confidential Information shall be treated as confidential even if individual parts thereof are not confidential.

Each Party shall use all reasonable efforts to keep the other Party’s Confidential Information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to employ for its own confidential information. The Parties shall ensure that all recipients of the said information, including the CHS personnel or the CUSTOMER’s personnel will assume obligations identical in principle with those which the Parties assume under this Section.

Each Party is responsible for the breaches of these confidentiality provisions and the privacy provisions contained in Section 1.01.5 by its employees, advisors, agents, contractor, officers and directors.

In the event a Party (the “**Disclosing Party**”) is required by any applicable law to make disclosure of the Confidential Information of the other Party (the “**Protected Party**”), the Disclosing Party shall consult with the Protected Party in advance to the extent reasonably practicable as to the contents and timing of such disclosure in order for the Protected Party to have the opportunity to prevent the disclosure of such Confidential Information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Disclosing Party shall produce only that portion of the Protected Party’s Confidential Information that it is ordered to disclose. In the event that any Confidential Information is disclosed pursuant to the foregoing, it shall not lose its confidential status through such disclosure.

The provisions of this Article 3 will survive the termination of this Agreement.

ARTICLE 4- TERM AND TERMINATION

4.01 Term of Agreement

This Agreement will begin on the Effective Date and will continue until January 13, 2026 (the “**Initial Term**”). The Parties may renew this Agreement by written agreement.

4.02 Termination by the CUSTOMER

The CUSTOMER may, at any time, terminate this Agreement upon giving CHS at least thirty (30) days’ prior written notice, for any reason whatsoever, without payment of any termination fees, penalties, or other amounts (the “**Termination**”). The CUSTOMER shall be responsible for payment of all Fees owing CHS for Services rendered up to and including the final date of the Termination period.

4.03 Termination by CHS for Cause

(1) CHS may terminate this Agreement for cause by providing notice to the CUSTOMER of such termination if the CUSTOMER fails to pay all invoiced Fees, subject to the CUSTOMER’s failure to cure such breach within ninety (90) days of receipt of notice of such breach by the CUSTOMER.

(2) CHS will include in any notice of termination provided the date on which such termination will be effective.

4.04 Survival

(1) The termination of this Agreement will not release either of the Parties from any obligation or liability that accrued prior to such termination.

ARTICLE 5- REPRESENTATIONS, WARRANTIES, COVENANTS, AND INDEMNITIES

5.01 Mutual Representations, Warranties, and Covenants

Each Party represents and warrants to and covenants with the other Party that: (1) such Party has full power, authority, and right to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement by such Party have been duly authorized by all necessary corporate action on the part of such Party; and (2) the execution, delivery, and performance of this Agreement by such Party and the consummation of the transactions contemplated herein do not and will not, with notice or lapse of time or both, conflict with or result in a breach or violation of: (a) any indenture, agreement, instrument, judgment, decree, order, or ruling to which such Party is a party or is otherwise subject that would

materially adversely affect such Party's ability to perform its obligations under this Agreement, or (b) any Applicable Law, except for such contraventions, conflict breaches, and defaults that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Party.

5.02 **CHS Representations**

(1) CHS represents and warrants to and covenants with the CUSTOMER that:

(a) CHS will:

(i) comply with all Applicable Laws in its dealings with the CUSTOMER and in performing its obligations under this Agreement, including ensuring that all Services comply with Applicable Law;

(ii) refrain from engaging in any unfair or deceptive trade practice, or unethical business practice whatsoever; and

(iii) ensure that no CHS Personnel has given, and no CHS Personnel will give, any commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any the CUSTOMER's Personnel in connection with this Agreement, and to the best of its knowledge, no CHS Personnel has given any such payments, gifts, entertainment, or other thing of value to any the CUSTOMER's Personnel;

ARTICLE 6- MISCELLANEOUS

6.01 **Governing Law and Attornment**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been made and performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising under this Agreement. The CUSTOMER and CHS each hereby attorns to the jurisdiction of the courts of the Province of Ontario. To the extent permitted by Applicable Laws, each Party hereby waives the right to trial by jury of any such suit, action, or proceeding.

6.02 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the Parties.

6.03 Notices

Unless expressly stated otherwise in this Agreement, any demand, notice, consent, approval, authorization or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by personal delivery or prepaid registered mail or by facsimile, in each case addressed to the recipient as follows:

To The Corporation of the City of Sault Ste. Marie:

The Corporation of the City of Sault Ste. Marie
99 Foster Dr
Sault Ste Marie, Ontario, Canada
P6A 5X6

Attention: Diane Morrell
d.morrell@cityssm.on.ca

To Canadian Hearing Services, Inc.:

Canadian Hearing Services
271 Spadina Road
Toronto, Ontario, Canada
M5R2V3

Attention : Diane Carvalho
dcarvalho@chs.ca

or to such other address, individual, or facsimile number as may be designated by notice given by either Party to the other Party in the same manner. Any demand, notice, consent, authorization or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail, on the date the registered mail carrier communicates that the delivery will be made, or if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

6.04 **Amendments and Waivers**

(1) Except as otherwise expressly permitted or specified herein, this Agreement will not be amended or supplemented except by a mutual written agreement that: (a) is signed by the authorized signing officers of each of the Parties; and (b) expressly states that it is intended to amend or supplement this Agreement.

(2) No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and signed by an authorized signing officers of the Party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived. The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will not affect in any way the full right to require such performance at any subsequent time; nor will a waiver by any Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

6.05 **Counterparts and Electronic Execution**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

6.06 **Choice of Language**

The Parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

**CANADIAN HEARING SERVICES,
Inc.**

**The Corporation of the City of Sault Ste.
Marie**

By: _____
Title: President & Chief Executive
Officer
Name: Julia N. Dumanian
Date: February 10, 2025

By: _____
Title: Mayor
Name: Matthew Shoemaker
Date: February 03, 2025

By: _____
Title: City Clerk
Name: Rachel Tyczinski
Date: February 03, 2025

Schedule “A”

1. Hours of Quick Access availability

CHS shall provide Quick Access in ASL, 24 hours a day, and LSQ from 9am -5 pm Monday- Friday.

Should a LSQ request for service be required outside of these hours, please refer to the Emergency Interpreting Services process outlined in point three (3).

2. CHS Interpreting Customer Service Office hours are as follows:

8 a.m. to 8 p.m., Monday to Thursday

8 a.m. to 5 p.m., Friday

Phone: 1-866-518-0000 extension 1

TTY: 1-877-215-9530

E-mail: Interpreting@chs.ca

3. In cases of a sudden, unforeseen crisis that requires immediate attention, emergency services are offered 24 hours/day, 7 days/week, 365 days/year.

- Emergencies may occur in hospital emergency rooms; after-hours medical clinics; crisis centres; shelters; Police services; court settings; and child welfare cases.
- Please note that Emergency Interpreting Services are based on availability and may not be available on-site in all communities.

To request Emergency Interpreting Services, please contact us by:

- Phone: 1-866-518-0000
- E-mail: urgent@chs.ca
- SMS/Text: 416-712-6637 (charges may apply)