

# **SCANNING AGREEMENT**

This Agreement is between ("Client") and SIMS Hawaii. The purpose of this Agreement is to create a business relationship wherein SIMS Hawaii provides scanning and destruction services to Client.

## **1. Description of Services**

SIMS Hawaii will provide the following service(s)

("Services"):

- i Boxed files will be picked up by SIMS Hawaii from "Client" offices.
- i Boxes will be transported to SIMS Hawaii offices.
- i Documents will be prepared for scanning (staples/paper clips removed, torn documents repaired, etc.). Once scanned, documents will be put back into file folders without staples or paper clips that have been removed.
- i Files will be indexed according to "Client" instruction.
- i A DVD will be created for data delivery; it will be labeled and placed into a protective container.
- i Upon completion, the original DVD, the duplicate DVD, and the boxes with the files will be returned to "Client" or confidentially destroyed.

## **2. Terms of Agreement**

Client shall provide to SIMS Hawaii those paper records to be scanned and/or destroyed on an ongoing basis as long as the scanning/destruction services are needed. SIMS Hawaii shall complete the preparation and scanning of the provided paper records within a mutually agreed upon time period.

## **3. Payment**

Client shall pay fees to SIMS Hawaii according to the fee

schedule mutually agreed upon. Payment shall be due 30 days after SIMS Hawaii' completion of services.

#### **4. Indemnification**

SIMS Hawaii shall indemnify and hold Client harmless for any and all claims for damage to property or persons, including death, which result directly from SIMS Hawaii' sole negligence.

#### **5. Confidentiality**

SIMS Hawaii shall maintain all information, data, or drawings obtained as a result of SIMS Hawaii' performance of Services for Client in strict confidence and SIMS Hawaii shall not divulge said information, data, or drawings to anyone other than persons authorized in writing by Client. Furthermore, SIMS Hawaii shall not use said information, data, or drawings except in connection with the work performed by Consultant upon Client's request. This obligation of non-disclosure shall survive any termination of this agreement. HIPAA practices and procedures are followed when handling documents and files in our possession.

#### **6. Return of Paper Records**

Unless otherwise requested by Client, SIMS Hawaii shall return all of Client's paper records, in SIMS Hawaii' possession, to Client.

#### **7. Modification**

This Agreement is the entire agreement of the parties hereto and may not be modified in its terms unless agreed to, in writing, and signed by the parties.

#### **8. Dispute or Litigation**

In the event it becomes necessary for either party to this agreement to institute an action against the other or to

take any other remedial action for the enforcement of that party's rights hereunder, it is agreed the prevailing party shall be entitled to recover reasonable attorney fees in addition to costs and such other relief as may be awarded by the court. It is further agreed that the venue for said action shall be City and County of Honolulu, State of Hawaii. The terms and conditions of the foregoing Agreement are accepted and approved.

"Client"

SIMS Hawaii

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_