

**STANDARD CONTRACT  
BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND  
PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "City") and PRENUVO OF MINNESOTA, PROFESSIONAL CORPORATION authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor" and/or "Prenuvo"), whose address is 2727 El Camino Real, Redwood City, CA 94061, and whose Federal Identification Number is 93-3799135, incorporates Exhibits "A" through "C" as if fully set forth herein. The term "party" shall have the same meaning as "Prenuvo" or "City" when used throughout this Contract.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for MRI technology health screenings as set forth in this Contract and in **Exhibit - A "Scope of Services – PRENUVO MRI Program Overview"** ("Exhibit – A") which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, telephone number (954) 572-2496, email [bmason@sunrisefl.gov](mailto:bmason@sunrisefl.gov).

The Contractor's representative/liason during the performance of this Contract shall be Brett Thorburn, Enterprise Leader, telephone number (469) 609-1478, email [brett.thorburn@prenuvo.com](mailto:brett.thorburn@prenuvo.com).

2. Payments

The Contractor will bill the City monthly at the pricing listed in Exhibit - A. The Contractor shall submit invoices to:

City of Sunrise  
Attn: Risk and Benefits Management Office  
10770 West Oakland Park Blvd., 4<sup>th</sup> Floor  
Sunrise, FL 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The

City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Invoices may be submitted weekly or monthly.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing June 1, 2026. In addition, contingent upon Budget approval, the parties may renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications.

4. Terms Relating To Price

The cost of all services shall remain firm and guaranteed for the initial Contract period of three (3) years. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject negotiation by the Parties.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business subject to the following conditions:

(a) Notice. The City shall provide Contractor with at least fifteen (15) business days' prior written notice before conducting any audit or inspection, which notice shall identify the records to be reviewed and the purpose of the audit.

(b) Scope. The City's audit rights shall be limited to records that directly relate to Contractor's performance and charges under this Contract.

(c) Frequency. The City shall not conduct more than one (1) audit per twelve (12) month period, unless an audit reveals a material discrepancy.

(d) Confidentiality. The City shall treat all Contractor records, pricing information, and business data reviewed during any audit as confidential and shall not disclose such information to third parties except as required by law. To the extent disclosure is required under applicable public records laws, the City shall provide Contractor with reasonable advance notice and an opportunity to seek a protective order or other appropriate remedy.

(e) Conduct. All audits shall be conducted in a manner that does not unreasonably

interfere with Contractor's business operations.

(f) Representation. Contractor shall have the right to have a representative present during any audit or inspection.

(g) Audit Findings. The City shall provide Contractor with a copy of any audit findings and a reasonable opportunity to respond before the City takes any action based on such findings.

6. Intentionally Removed.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Medical Malpractice / Professional Liability. Contractor agrees to maintain Medical Malpractice / Professional Liability at a limit of liability not less than \$1,000,000 Per Claim, \$1,000,000 Annual Aggregate. This coverage may be provided by endorsement to a Commercial General Liability to satisfy this requirement.

7.3 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

7.4 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

7.5 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein, or based on change in scope of services; provided that if City revises any insurance requirement herein, Contractor shall have the right to terminate the contract without penalty if it determines the revised insurance requirements are commercially unreasonable.

8. Performance and Payment Bond                       Applicable                       Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon fifteen (15 ) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination.

11. Termination for Convenience

This Contract may be terminated by either party                      without cause upon thirty (30) days'

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Contractor Initials \_\_\_\_\_ City Initials \_\_\_\_\_

written notice to the other party . In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Intentionally removed

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees or staff of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 10 and 12, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations

contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

**"Subcontractor"** means any business entity to which Contractor delegates or subcontracts the performance of any portion of the MRI services required under this Contract. For the avoidance of doubt, Subcontractor does not include individuals engaged by Contractor as employees or independent contractors to perform services on Contractor's behalf.

The City reserves the right to accept the use of a Subcontractor, or to reject the selection of a particular Subcontractor and to inspect all facilities of any Subcontractors in order to make a determination as to the capability of the Subcontractor to perform properly under this Contract. If a Subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the Subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new Subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be knowingly employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall provide a detailed estimate for the increase or decrease in cost due to the contemplated change. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's Risk Manager.

24. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be sent to:

Bill Mason, Risk Manager  
City of Sunrise  
10770 West Oakland Park Blvd., 4<sup>th</sup> Floor  
Sunrise, FL 33351  
[riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

cc: City Attorney  
City of Sunrise  
10770 West Oakland Park Blvd., 4<sup>th</sup> Floor  
Sunrise, FL 33351

[cityattorney@sunrisefl.gov](mailto:cityattorney@sunrisefl.gov)

If sent to the Contractor, shall be sent to:

Prenuvo, Inc.  
% Prenuvo Radiology, P.A.  
Attn: General Counsel  
2727 El Camino Real  
Redwood City, CA 94601  
Email: [legal@prenuvo.com](mailto:legal@prenuvo.com)

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration

of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any

public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the Exhibit - A, the conflict shall be resolved by giving the documents the following order of priority: the Contract, then Exhibit - A.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's Subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its Subcontractors an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a Subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's Subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the Subcontractor and Contractor shall immediately terminate its contract with the Subcontractor or terminate the contract with the City.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

#### 34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contractor, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contractor.

#### 35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

### 36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

### 37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern as defined in Fla. Stat. §286.101(1)(b) ; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed **Exhibit - B Affidavit of Compliance with Foreign Entity Laws**, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

### 38. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat.

By executing this Agreement and submitting the executed required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law. Contractor shall submit an executed copy of **Exhibit - C Affidavit of Compliance with Human Trafficking Laws** to City.

39. Confidentiality

39.1 The parties acknowledge that certain records may be subject to disclosure under Chapter 119, Florida Statutes. To the extent permitted by law, City agrees to treat Contractor's Confidential Information as exempt from public disclosure and to notify Contractor prior to any disclosure so that Contractor may seek protective relief.

39.2. "Confidential Information" means any non-public information disclosed by one party to the other in written, oral, or any other format whatsoever including, not limited to, know how, scientific, technical and engineering information, reports exchanged between the parties, marketing and other business plans, information relating to a party's products, sales, financial and corporate affairs, suppliers, customers, employees, or investors, and other comparable information. Information will not be "Confidential Information" if the receiving Party can show by competent evidence that such information (a) becomes generally available to the public other than as a result of disclosure by the receiving party or other party having an obligation to maintain such information confidential; (b) was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party; (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party provided that such source was not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation; or (d) is independently developed by the receiving party without any use of or benefit from the Confidential Information. "Confidential Information" shall not include Protected Health Information. Confidential information shall also include information that is: a) disclosed between parties after the Effective Date of the Agreement that constitutes a trade secret under Florida Statutes, Section §812.081, and b) identified as "Confidential Trade Secret Information" in writing prior to or at the time of disclosure.

39.3. A party receiving Confidential Information of the other party will (a) maintain in confidence such Confidential Information to the same extent such party maintains the confidentiality of its own Confidential Information of a similar nature, but in no case less than a reasonable degree of care considering the sensitivity of the Confidential Information, (b) not disclose such Confidential Information to any third party without prior written consent of the disclosing party, (except to its agents, employees, consultants, or collaborators who require such Confidential Information for the purpose of performing the obligations or exercising the rights of a party hereunder and who are bound to it by obligations of confidentiality and non-use no less stringent than the obligations between Prenuvo and City and (c) not use such Confidential Information for any purpose except those permitted by this Contract.

39.4. Notwithstanding the above, the receiving party may disclose certain Confidential Information of the disclosing party, without violating the obligations of this Contract, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that, (a) the receiving party takes all reasonable steps to preserve the privileged nature and confidentiality of the Confidential Information, including requesting that any Confidential Information being disclosed not be further disclosed to non-parties or the public unless required by **Florida Public Records Law (Chapter 119,**

**Florida Statutes**), and (b) unless prohibited by law or by the applicable governmental body requesting such information, the receiving party provides the disclosing party with reasonable prior written notice of such disclosure so that the disclosing party may either i) waive compliance with the confidentiality provisions of this Contract or ii) seek a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Receiving party shall use reasonable efforts to assist disclosing party in obtaining such protective order.

39.5 Survival. The obligations of confidentiality under this Section 39 shall survive expiration or termination of this Contract for a period of three (3) years; provided, however, that obligations with respect to trade secrets shall continue for so long as such information constitutes a trade secret under applicable law.

39.6 Return of Confidential Information. Upon expiration or termination of this Contract, or upon the disclosing party's written request, the receiving party shall promptly return or destroy all Confidential Information of the disclosing party, except to the extent the receiving party is required to retain copies under applicable law or regulation, in which case such retained information shall remain subject to the confidentiality obligations of this Section 39.

39.7 Injunctive Relief. Each party acknowledges that any breach of this Section 39 may cause irreparable harm to the disclosing party for which monetary damages would be an inadequate remedy. Accordingly, the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available at law or in equity.

#### 40. Disclaimers

EXCEPT AS OTHERWISE PROVIDED HEREIN, PRENUVO DISCLAIMS ANY AND ALL REPRESENTATIONS AND EXPRESS AND IMPLIED WARRANTIES IN RELATION TO SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

#### 41. Limitation of Liability

UNLESS OTHERWISE STATED IN THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER ARISING OUT OF ANY PERFORMANCE OF THIS CONTRACT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS CONTRACT REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED ON THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EACH PARTY WITH RESPECT TO THIS CONTRACT OR IN CONNECTION WITH THE

PERFORMANCE, DELIVERY OR PROVISION OF ANY SERVICE PROVIDED UNDER THIS CONTRACT SHALL BE LIMITED TO THE FEES PREVIOUSLY PAID OR PAYABLE BY CLIENT IN THE PREVIOUS TWELVE (12) MONTHS HEREUNDER, ; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

42. Publicity

Except as expressly provided herein, neither party shall, without the prior written consent of the other Party in each instance, use in any manner whatsoever, including, but not limited to, in any advertisement or other public statement, the name, trademarks, copyrights, logos, symbols, or other images of the other party ("Marks") or of any party affiliated with the other party. Notwithstanding the foregoing, Prenuvo may accurately disclose to its investors and potential investors the business activities related to this Contract and City's role therein and may include City's Marks on Prenuvo's website or other client lists prepared by Prenuvo from time to time with its marketing efforts.

43 Protected Health Information Disclosure Confirmation

The Parties acknowledge the importance of maintaining the confidentiality and privacy of Protected Health Information, as such term is defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, and other personally identifiable information of Patients (together "Personal Health Information"). In that respect, the Parties agree:

- a. to treat, at all times, Personal Health Information as strictly confidential; and
- b. to protect and preserve the confidentiality of Personal Health Information in accordance with any applicable law, including but not limited to all applicable federal and state laws and regulations, which govern the collection, use, disclosure and protection of Personal Health Information, as may be in force from time to time.
- c. Prenuvo will not disclose Protected Health Information to City.

**IN WITNESS WHEREOF**, the Risk Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]**

**CITY OF SUNRISE**

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

Print: Bill Mason, CPCU, ARM-P

Title: Risk Manager

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

**CONTRACTOR**

PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

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

Print Name: Aaron Sullivan

Title: Director of Enterprise Partnerships,  
Employer Partnerships

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

**Scope of Services - PRENUVO MRI Program Overview**

The term “Employee” when used in this exhibit shall have the same meaning as regular full-time and regular part-time employee. The term “Dependent” when used shall mean legal spouses or dependents age 18 and older.

**MRI Technology**

Prenuvo scans shall include a Prenuvo MRI health screening, a detailed report, copies of radiology images as requested by the individual; access to a consultation with a health practitioner to go over the results of the scan and access to related and educational health information via the Prenuvo mobile app or web platform.

A Prenuvo standard whole body MRI shall provide a radiation-free, non-invasive, scan that consists of a strong magnetic field and radio waves to create detailed, three-dimensional images of organs, soft tissues, bones, and blood vessels inside the body. This scan takes approximately 60 minutes and captures over 200 Million data points from head-to-ankle, including major organs, brain, and spine that can be passed on to the employee’s primary physician for further evaluation and/or diagnostic purposes. The screening results are typically presented in a report and include a consultation to review the results.

Employees and Dependent Prenuvo MRI scans must be completed at the Boca Raton facility where the scanning equipment is located.

**Other terms and conditions:**

1. Prenuvo scans will be made available to Employees, including their Dependents.
2. City will provide Prenuvo an eligible file or email confirming employee status and confirm level of testing requested by employee.
3. City will be responsible for paying the pricing cost for employee testing only based on the level of test selected. Employees will be given a stipend amount towards the testing. The difference between the stipend and test pricing may be deducted from the employee’s paycheck on a post-tax basis over a twenty-six (26) pay periods at sole discretion of City.
4. Prenuvo shall not bill any insurance company or seek authorization from any medical insurance provider for services performed under this Contract.
5. City will not include retirees or seasonal employees in the eligibility file or email confirming status (per 2. above) as they are not eligible for testing unless they are a confirmed dependent of an employee, or further written authorization or amendment is granted by City.
6. Employees or Dependents do not need to participate in the City’s health program to be eligible for testing.
7. City will not receive any scan results from Prenuvo.
8. City is unable to guarantee or mandate participation of Employees or Dependents as the program is 100% voluntary.
9. Prenuvo shall be responsible for obtaining from the individual receiving services the requisite informed consent sufficient for Prenuvo’s provision of the services.

EXHIBIT - A

10. A radiology report shall be generated containing data and results from the performed Services (the “report”) and shall be made available to each individual tested and their designated medical provider, where applicable. Penuvo shall retain medical records associated with the services, including archiving a copy of each report, in compliance with applicable law.
11. City agrees to act as a reference for Penuvo provided there is a positive experience with scope of services rendered.
12. Parties will in good faith work together on marketing which may include:
  - a. multiple employee communications regarding the Penuvo benefit per year;
  - b. inclusion of Penuvo in City’s open enrollment and onboarding benefits materials;
  - c. inclusion of Penuvo in applicable wellness communications and events;
  - d. a free lunch and learns;
  - e. inclusion of Penuvo in communications regarding, cancer, obesity, and other initiatives City provides to employees. Will offer Penuvo clinician presentation to leadership (free)
13. Penuvo will schedule appointments Monday through Saturday, 6:45am – 7:15pm
14. Employees and Dependents must follow all procedures and protocols prior to the scan including, as applicable, fasting 4 hours in advance prior to testing; Employee and dependents need to complete intake form online and create login credentials on Penuvo portal.
15. One point of contact for scheduling will be provided by Penuvo.
16. Exclusively affiliated radiologists reads MRI scan within 5-7 days.
17. E-copy of report is sent to employee on portal.
18. Hard copy of report is sent to Employee’s or Dependent’s personal doctor upon patient’s request (free).
19. Employee and Dependents may schedule 30 minute call with health practitioner to review report, at no additional cost.
20. Consultation with health practitioner may be by phone.

**Pricing:**

Whole Body Scan:	\$1,699.00	USD
Head & Torso Scan only:	\$1,299.00	USD
Torso Scan only:	\$799.00	USD

Pricing is available to Employees, and their Dependents. Penuvo shall invoice the City for the full pricing of scan elected by Employee. Dependents are required to pay the full price at point of booking a scan. Pricing may not be combined with other offers or discounts.

# EXHIBIT - B

## Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 2026

Signed: \_\_\_\_\_

Entity: PRENUVO OF MINNESOTA PC,  
PROFESSIONAL CORPORATION

Name: Aaron Sullivan

Title: Director of Enterprise Partnerships, Employer Partnerships STATE OF

\_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name (Printed, Typed or Stamped)

Personally Known \_\_\_ OR Produced Identification \_\_\_

Type of identification produced: \_\_\_\_\_

# EXHIBIT - C

## AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise and is authorized to execute this Affidavit on behalf of the Entity.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing Affidavit of Compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** Aaron Sullivan

**TITLE:** Director of Enterprise Partnerships, Employer Partnerships

**ENTITY:** PRENUVO OF MINNESOTA PC, PROFESSIONAL CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name (Printed, Typed or Stamped)

Personally Known \_\_\_ OR Produced Identification \_\_\_

Type of identification produced: \_\_\_\_\_