

**STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND ANGIOLOGY CORPORATION OF AMERICA**

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 "the City") and Angiology Corporation of America, a Foreign Profit corporation, authorized to do business in the State of Florida", (hereinafter referred to as the "Contractor"), whose address is 6986 Clarksville Pike, Joelton, TN 37080, and whose Federal Identification Number is 20-0265416, incorporates Exhibits "A" through "D" as if fully set forth herein.

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 onsite vascular health screenings as set forth in this Contract and in **Exhibit "A" Scope of Services** 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.

The Contractor's representative/liason during the performance of this Contract shall be Heather Gilbert, Vice President of Marketing, cell (615) 400-1773, email heather.gilbert@angioscreen.com.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rate listed in **Exhibit "B" Angioscreen Confirmation Form**. The Contractor shall submit invoices to:

City of Sunrise
Attn: Risk and Benefits Management Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
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 and Administrative Services 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 with full name of employee receiving services.

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 City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Risk Manager, or designee.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services shall remain guaranteed for the initial Contract period of three (3) years. See Exhibit – A for initial Contract pricing. No cost increases above these graduated price guarantees shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

- Costs for any extension term shall be subject to a mutually agreed adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the Consumers Price Index (CPI-U: Medical Care Services) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI-U: Medical Care Services for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

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.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

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

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.

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 three (3) 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. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. 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. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the professional negligence, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving

Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees 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

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 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 in writing 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, or designee.

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:

Risk Manager
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If sent to the Contractor, shall be sent to:

President / CEO
Angiology Corporation of America
6986 Clarksville Pike
Joelton, TN 37080
rhondazsmall@gmail.com

cc: Vice President of Marketing
Angiology Corporation of America
1720 Harrison Street
Penthouse #19B
Hollywood, FL 33020
Heather.gilbert@angioscreen.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), 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 or Exhibit B, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Exhibit A, and last, Exhibit B.

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.
- 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. §268.101. 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; (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 "C" 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 "D"** **Affidavit of Compliance with Human Trafficking Laws** to City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

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.

CITY OF SUNRISE

By: _____

Print: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: _____

CONTRACTOR

Angiology Corporation of America

By: _____

Print Name: Rhonda Small

Title: President/CEO

Date: _____

EXHIBIT - A

Scope of Services

AngioScreen® testing points:

1. 10-minute test
2. Instant results
3. Noninvasive
4. Can be scheduled as part of health fair or as a standalone wellness initiative.
5. No pain, needles, or radiation.
6. No fasting necessary.
7. Everyone is encouraged to share their results with their own physician.

AngioScreen® includes the following studies:

1. Carotid Artery Ultrasound
2. Peak Systolic Velocity (speed of blood flow in carotid arteries)
3. Ankle Brachial Index (Peripheral Artery Disease test for blockages in legs)
4. Blood Pressure in both Arms
5. Body Mass Index (BMI)
6. Heart Rhythm & Pulse (EKG)
7. Abdominal Aortic Aneurysm Scan (AAA)

Participants will receive the following materials at completion of the AngioScreen®:

1. 8.5" x 11" glossy color photo personal report
3. 4-page educational piece detailing individual studies
4. Instant Results & Consultation
5. Two-pocket color AngioScreen® folder housing contents from screening

Other:

1. City will confirm who are regular full-time and part-time employees eligible for testing.
2. AngioScreen will extend the price of the testing to employee's legal dependents above the age 18. Such cost will be due at time of testing from dependent(s).
3. Retirees are not eligible for testing unless they are a confirmed dependent of a current regular full-time or part-time employee.
4. Angioscreen will bill the City direct for all regular full-time and part-time employees tested.
5. City will provide AngioScreen marketing materials to employees.
6. Regular full-time and part-time employees or their legal dependent(s) do not need to participate in the City's health insurance program in order to be eligible for testing.

7. City will coordinate facilities and registrations.
8. Testing is 100% voluntary by regular full-time and part-time employee, and their dependent(s)
9. City will not receive any testing results from AngioScreen.

Pricing guarantee per screening:

Year 1 Initial Contract term:	\$ 85.00	USD
Year 2 Initial Contract term:	\$ 95.00	USD
Year 3 Initial Contract term:	\$105.00	USD

Pricing is available to Employees, and their Dependents. AngioScreen shall invoice the City for the full pricing of screening elected by part-time or full-time Employee. Legal dependents over the age of 18 are required to pay the full price at point of service. Pricing may not be combined with other offers or discounts.

AngioScreen®

BLOOD PRESSURE STANDARDS

	Systolic	Diastolic
Normal	less than 120	and less than 80
Elevated	120-129	and less than 80
Hypertension Stage One	130-139	or 80-89
Hypertension Stage Two	140 or higher	or 90 or higher
Hypertensive Crisis	higher than 180	and/or higher than 120

PSV STANDARDS

PSV (cm/sec)	% Narrowing	
1 - 124	less than 50% blockage	Normal
125 or above	50% blockage or greater	Significant
0	100% Blockage	Severe

BMI STANDARDS

less than 18.5	underweight
18.5-24.9	ideal
25-29.9	overweight
30 or greater	obese

ABI STANDARDS

Normal	0.91 - 1.30
Mild blockage	0.71 - 0.90
Moderate	0.41 - 0.70
Severe	0.40 or below

HEART STANDARDS

Pulse	Normal is between 60 and 100
Rhythm	Normal is Sinus

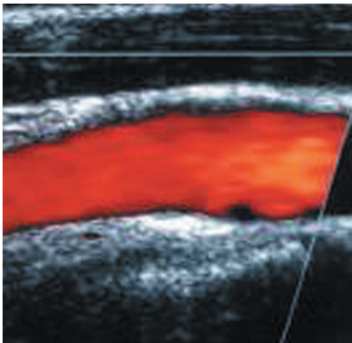
AORTA STANDARD (Supplemental Test)

Normal is 3.0 and less

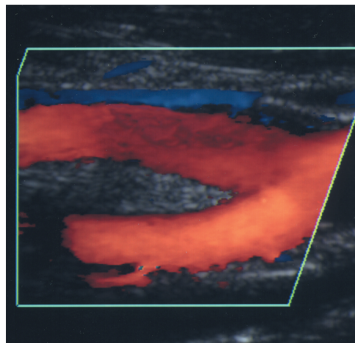
Please carefully consider this information in consultation with your physician.

SAMPLE IMAGES

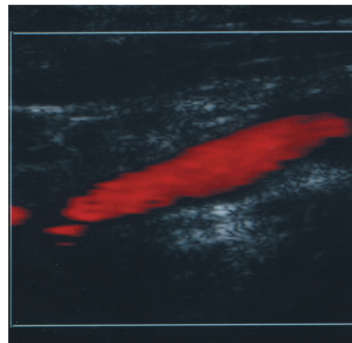
HEALTHY ARTERY



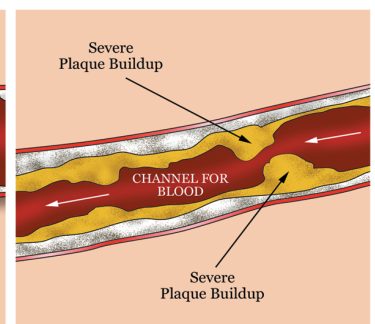
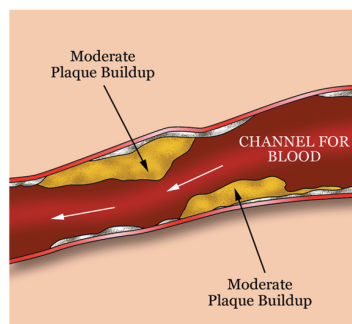
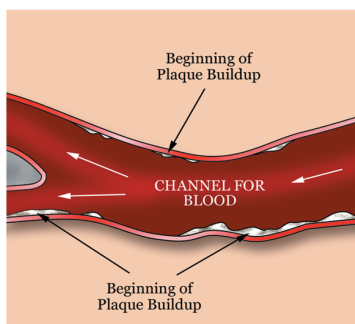
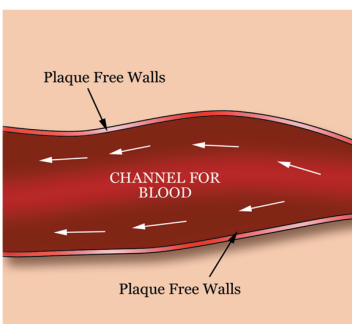
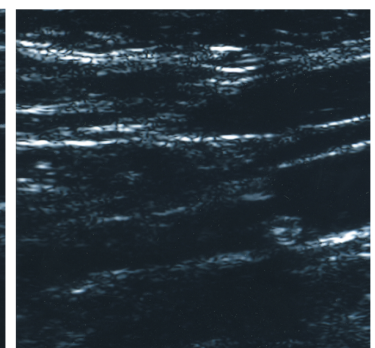
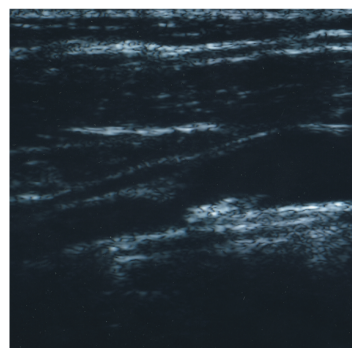
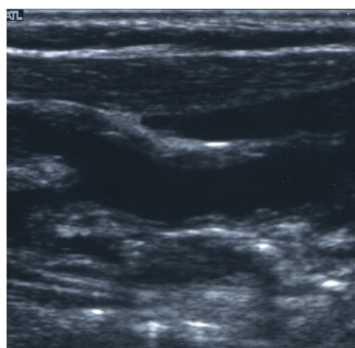
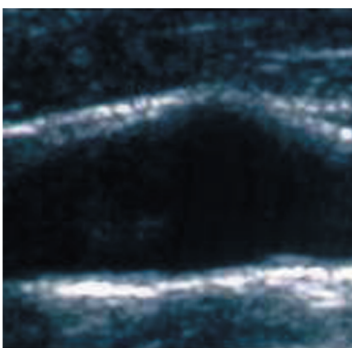
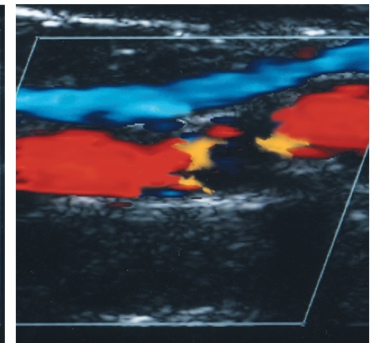
ARTERY WITH SLIGHT BLOCKAGE



ARTERY WITH MODERATE BLOCKAGE



ARTERY WITH SEVERE BLOCKAGE



Your Name
Date
Number
Date of Birth

AngioScreen®



1-866-STAY-HEALTHY (1-866-782-9432)

Call to Make an Appointment

www.AngioScreen.com

Blood Pressure:	<u>140 / 70</u>	(normal is less than 120/80)
Pulse:	<u>72</u>	(normal is between 60 and 100)
Rhythm:	<u>Sinus</u>	(normal is Sinus)
BMI:	<u>21</u>	(normal is between 18.5 and 24.9)
ABI Left Leg:	<u>.52</u>	(normal is between 0.91 and 1.30)
ABI Right Leg:	<u>1.10</u>	(normal is between 0.91 and 1.30)
Aorta:	<u>4.10</u>	(normal is 3.0 and less)

* Any **RED** numbers represent *abnormal* values. Please see your personal physician. *

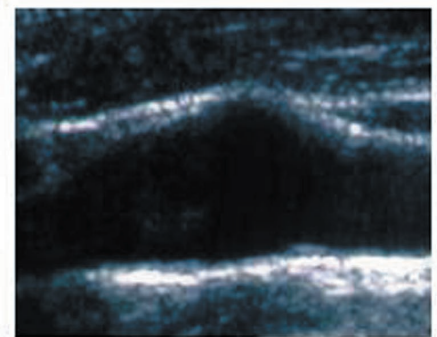
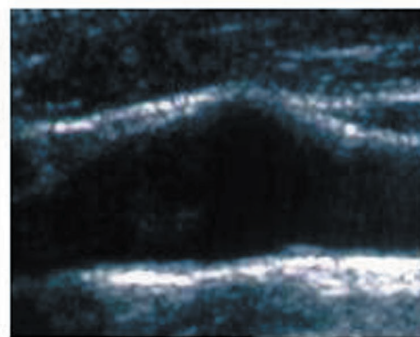
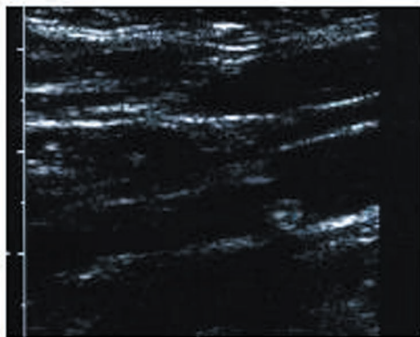
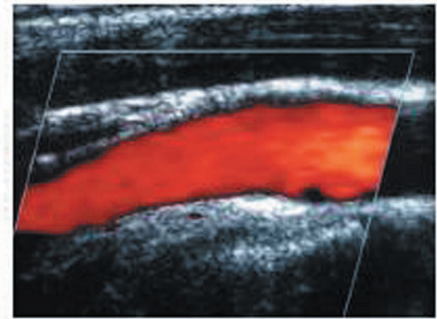
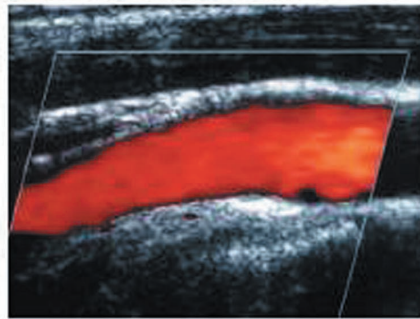
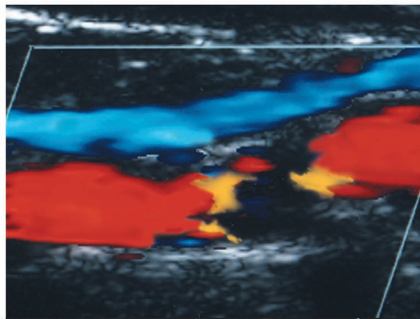
Your Left Carotid Artery

Sample Healthy Artery

Your Right Carotid Artery

PSV: 126 (normal is between 1 and 124)

PSV: 120

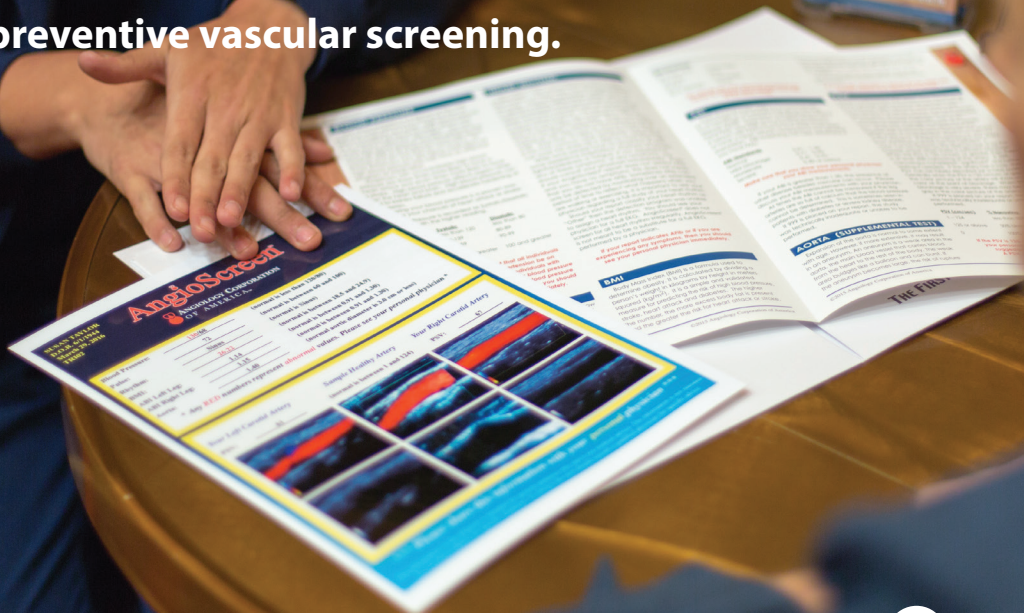


Please share this information with your *personal* physician.

The information in this brochure is intended for general guidance only and is not medical advice. The information is not intended as a recommendation for specific situations. As always, the participant should consult a qualified physician for specific advice.

EXHIBIT - A Knowledge is power.

The mission is to provide employees with increased knowledge and awareness of their risk for heart disease and stroke through preventive vascular screening.



 HEALTHTRUST[®]
CONTRACT #49650

Prevention: The First Step to Better Health

As an employer, your people are the heart of your business. Promoting a healthy workforce is a worthy investment for many reasons - greater productivity, higher job satisfaction and employee retention, and lower absenteeism and health care costs just to name a few.

The AngioScreen[®] stroke and heart attack prevention program is an important workplace wellness initiative that communicates to employees and employers in a way never before accomplished - and leads to a healthier workforce. Your company can provide vascular health screenings ON-SITE at your place of business. Employees do not leave the premises to participate, and each screening is completed with image results in about 10 minutes, so it's quick and convenient.

Through partnership we can help you educate employees about their own health and empower them to take action and set goals for making improvements.

For more information, please contact:

Heather Gilbert - (615) 400-1773 or
Heather.Gilbert@angioscreen.com

AngioScreen[®] has been a wonderful benefit and addition to our wellness initiatives. Preventative care is the key to keeping our staff healthy and reducing high cost claims. Offering AngioScreen[®] is assisting us in reaching this goal. We've received excellent feedback especially due to the convenience, the instant color results, and the professional, courteous and knowledgeable staff. Thank you!

1.866-STAY-HEALTHY
(1.866.782.9432)
www.AngioScreen.com

AngioScreen[®]

YOUR PARTNER FOR PREVENTION AND WELLNESS

AngioScreen® is dedicated to making your corporate wellness initiative a complete success. Your employees can expect a quick, non-invasive, non-threatening, educational screening which detects vascular disease and personal risk factors for cardiovascular disease and stroke. AngioScreen® can identify those with elevated warning signs but not yet sick so they can seek medical advice, change their behaviors and reduce their risk. Allowing participants to view color images of their own arteries encourages employees to become proactive about their vascular health and motivates them to take the necessary steps to improve their physical well-being.



THE EMPLOYEE ANGIOSCREEN INCLUDES:

- ❖ Quick Carotid Ultrasound Screen (QCS)
- ❖ Peak Systolic Velocity (PSV)
- ❖ Ankle Brachial Index (ABI)
- ❖ Blood Pressure in both arms
- ❖ Body Mass Index (BMI)
- ❖ Heart Rhythm & Pulse (EKG)
- ❖ 8.5x11" Color Photo (Personal Report)
- ❖ Digital Format (PDF Document)
- ❖ Educational Literature
- ❖ **Non-Diagnostic** Consultation
- ❖ AngioScreen Materials Folder
- ❖ Abdominal Aortic Aneurysm Scan (AAA)

**(may be optional additional test)*

The Problem:

Cardiovascular disease (CVD) is the most prevalent and costly chronic disease in America. Heart attacks and strokes kill nearly as many as all the other causes of death combined. Conventional biometric screenings require 8-12 hour fasts and blood draws, which alienate many people. Even for those that get the conventional screening, checks for cholesterol and blood pressure can still miss up to half of the potential victims of heart attack and stroke!

The Solution:

AngioScreen® is a 10 minute, on-site screening that requires no preparation or blood-work and costs little more than the conventional biometric screenings. It provides the best known tests for detecting vascular disease, the leading cause of heart attacks and strokes, and it instantly provides a highly engaging written and digital visual report! For the first time, participants can see what the lining of their arteries look like in an instant one page report. The testing is mobile, noninvasive, involves no radiation and no needles and is very cost effective.

PRICING: \$85 PER EMPLOYEE*

Covered under HSA/FSA. Minimum of 50 to 100 participants over 2-day consecutive screening.

*See Contract for Year 2 and Year 3 pricing.

AngioScreen®



1.866-STAY-HEALTHY
(1.866.782.9432)

www.AngioScreen.com

LEADING EMPLOYERS TRUST ANGIOSCREEN



AngioScreen is an onsite workplace wellness initiative utilized to educate employees about their own health, empower them to take action and set goals for making improvements - and a healthier workforce.

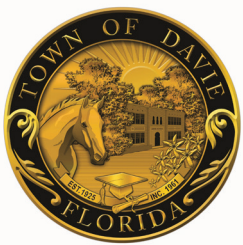
Join the growing list of employers like yours whom have provided tens of thousands of vascular screenings and helped save lives!



OTR WHEEL ENGINEERING

"I am grateful for AngioScreen® being kept in front of us as employers. The scheduling, marketing of the program to my employees and process were seamless. The AngioScreen® team provided a high quality service to our valued employees. But far more importantly, while I had no symptoms of a heart problem, no chest pain, no shortness of breath, etc., reviewing my AngioScreen® results and discussing my family history of heart disease led to scheduling a cardiac calcium CT Scan which showed my calcium score to be extremely high, and led to a Stress Cardiac Echogram that revealed a 99% blockage of my left anterior descending coronary artery. AngioScreen® is such an important preventative health service which literally saved my life."

Mike Bowers, SHRM-CP, PHR - Human Resource Director



TOWN OF DAVIE, FLORIDA

"I would like to take this opportunity to thank you for bringing the AngioScreen® to our place of employment. This has been a wonderful benefit and addition to our wellness initiative. Preventative care is the key to keeping our staff healthy and reducing high cost claims. Offering the AngioScreen® is assisting us in reaching this goal. We received excellent feedback especially due to the convenience, the instant color results, and the professional, courteous and knowledgeable staff."

Grace Garagozzo - Benefits Manager



CUMBERLAND HEIGHTS

"I wanted to thank you and your team for making time to attend our annual employee health fair. Many employees truly benefited from the services that you offered. AngioScreen® is a great wellness prevention service, and it is appreciated that you reminded employees to pay close attention to their health and wellness."

Carrol Bagwell - Human Resources Director



ITW DYNATEC

"Our company sponsored AngioScreen®s for our employees, performed by AngioScreen® staff at our location. The day went smoothly, and the staff was excellent, completing tests and providing very useful feedback to employees regarding the results of their tests. The individual reports given to participants are a great tool for sharing with their personal physicians. It was a good experience, and we were happy with the process and staff. We recommend this service to other companies who want to provide an important health screening tool for their employees."

Denise Steiner - Human Resources Manager

For more information, please contact Heather Gilbert:
Heather.Gilbert@angioscreen.com / (615) 400-1773

EXHIBIT - B

ANGIOSCREEN® CONFIRMATION FORM

COMPANY CONTACT INFORMATION – TO BE COMPLETED BY CLIENT

EMPLOYER: City of Sunrise

CONTACT: Bill Mason

PHONE: (954) 572-2496 and cell (954) 292-8300

EMAIL: bmason@sunrisefl.gov

FAX: N/A

EVENT ADDRESS: Citywide locations

CITY: Sunrise **STATE:** FL **ZIP:** 33351

ONSITE CONTACT AT SET-UP (NAME/PHONE): Joyce Lara, cell (954) 870-2823 and Nakisha Alexander, cell (954) 801-1313

SCREENING LOCATION/ROOM: TBD

SCREENING INFORMATION – COMPLETED BY ANGIOSCREEN

DATE: TBD

TIME: 7AM SET-UP, 8AM TO 5PM, LUNCH BREAK 12PM TO 1PM PRICE PER

SCREENING: \$85 year 1, \$95 year 2 and \$105 year 3 of initial Contract.

NUMBER OF SCREENINGS: 50 minimum to 100 maximum (6 per hour) over 2-day consecutive screening.

EMPLOYEE’S VENDOR BILLING PORTION: \$0

EMPLOYER’S VENDOR BILL PORTION: \$85 year 1, \$95 year 2 and \$105 year 3 of initial Contract.

EMPLOYER PAYMENT METHOD: INVOICED POST SCREENING

***EMPLOYER RESPONSIBLE FOR BALANCE IF MINIMUM NOT MET**

SCHEDULING (CHOOSE ONE) – COMPLETED BY CLIENT

ANGIOSCREEN ONLINE SCHEDULER: SCHEDULING LINK AND QR CODE YES NO

CLIENT WILL SCHEDULE: ANGIOSCREEN PROVIDED TEMPLATE YES NO

LOAD IN & SET UP – COMPLETED BY CLIENT

WHERE SHOULD TEAM LOAD IN/OUT THE EQUIPMENT: TBD

WHERE SHOULD THE EMPLOYEES PARK: Facility parking lots

IS PARKING COMPLIMENTARY: YES NO

ELEVATOR: YES NO

STAIRS: YES NO

WILL SCREENING ROOM BE USED FOR THE WAITING AREA WHERE PAPERWORK IS COMPLETED:
 YES NO

WILL ACTUAL SCREEN TAKE PLACE IN THE SAME ROOM: YES NO

**WILL CONSULTATIONS BE OFFERED IN THE SAME ROOM?
(PRIVATE AREA PREFERRED)** YES NO

REQUIRE A PRIVACY SCREEN:

YES

NO

SET-UP REQUIREMENTS PROVIDED BY CLIENT – COMPLETED BY CLIENT

TABLES & CHAIRS AVAILABLE:
(3 TABLES AND 10 CHAIRS)

YES

NO

ELECTRICAL OUTLETS:

YES

NO

GUARANTEED NUMBER OF PARTICIPANTS – COMPLETED BY CLIENT

A minimum of 25 – 50 maximum participants is required to schedule one screening team 1 full day.

GUARANTEE OF 25 to 50 PARTICIPANTS:

YES

Signature of Client Representative

Thank you for the opportunity to bring prevention, wellness, and health education to your employees!

ANGIOSCREEN CONTACT INFORMATION

SCREENING TEAM: TBD

REPRESENTATIVE: Brooke Lofiego

PHONE NUMBER: 954-600-8866

EMAIL: brooke.lofiego@angioscreen.com

DATE: TBD

EXHIBIT - C

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: Angiology Corporation of America

Name: Rhonda Small

Title: President / CEO

STATE OF FLORIDA

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 Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

EXHIBIT - D

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: Rhonda Small

TITLE: President / CEO

ENTITY: Angiology Corporation of America

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026 by _____ as _____ for _____.

Notary Seal:

Notary Public Signature

Name (Printed, Typed or Stamped)

Personally Known ____ OR Produced Identification ____

Type of identification produced: