

**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CENTURY  
AMBULANCE SERVICE, INC. FOR EMERGENCY BACKUP AMBULANCE SERVICE**

This Fifth Amendment (“Fifth Amendment”) to the Agreement Between Broward County and Century Ambulance Service, Inc. for Emergency Backup Ambulance Service, dated December 13, 2016 (“Original Agreement”), is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Century Ambulance Service, Inc., a Florida corporation (“Contractor”) (County or Contractor are sometimes individually referred to as a “Party” or collectively as the “Parties”).

**RECITALS**

A. On December 13, 2016, the Parties entered into the Original Agreement for Contractor to provide emergency backup ambulance service for the County.

B. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance (CFDA) number 21.019.

C. On May 1, 2020, the Parties entered into a First Amendment (“First Amendment”) for Contractor to provide mobile/in-home testing for a period of 180 days for elderly or disabled individuals who are homebound without an ability to access a COVID-19 testing site in Broward County. On July 14, 2020, the Parties entered into a Second Amendment (“Second Amendment”) for Contractor to continue the mobile-in-home testing for a period of 90 days and to increase the number of tests administered on a daily basis using funds received from the CARES Act. On September 22, 2020, the Parties entered into a Third Amendment (“Third Amendment”) to continue administering tests on a daily basis for a period of 90 days to assist in the response to COVID-19. On February 22, 2021, the Parties entered into Fourth Amendment (“Fourth Amendment”) to continue administering tests on a daily basis for a period of 90 days to assist in the response to COVID-19. As used herein, the term “Agreement” refers to the Original Agreement as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment.

D. The Parties desire to further amend the Agreement to permit Contractor to continue administering tests on a daily basis for a period of up to 180 days to assist in the response to COVID-19 and to assist in the vaccination effort to combat COVID-19.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are true and correct and made a part of this Fourth Amendment.

2. Definitions. All definitions and capitalized terms in the Agreement shall have the same meaning in this Fifth Amendment unless expressly provided otherwise herein.

3. Additional Scope of Services. For the period of time from May 23, 2021, through December 21, 2021, unless earlier terminated by County's written notice, Contractor shall provide the Additional Scope of Services as set forth in Exhibit A-1 of this Fifth Amendment to manage, administer, and perform the Mobile/In-Home Testing Program for COVID-19 and administer vaccinations to homebound individuals. County shall compensate Contractor for such Additional Scope of Services in accordance with the compensation provisions of Exhibit A-1. Subject to Section 5.2 of the Agreement, as amended herein, County may from time to time extend the duration of the Additional Scope of Services for up to a total of an additional one hundred eighty (180) days by providing written notice through the County Administrator to Contractor no less than ten (10) days prior to the then-current expiration date of the Additional Scope of Services. If CARES Funds become unavailable for the Additional Scope of Services, County, by its County Administrator, may terminate the Additional Scope of Services upon written notice to Contractor no less than three (3) days prior to the effective termination date stated in the termination notice. Expiration or termination of the Additional Scope of Services will not otherwise affect the Agreement, unless otherwise stated in County's notice of termination.

4. Extensions. Section 5.2 of the Agreement is modified as follows (bold/underlining to indicate additions, strikethrough text to indicate deletions):

5.2 **If the Additional Scope of Services set forth in Exhibit A-1 is extended by County beyond December 21, 2021, then this Agreement shall continue after December 31, 2021, for so long as the Additional Scope of Services set forth in Exhibit A-1 is extended by County, but not past May 21, 2021, unless otherwise agreed in writing by the Parties.** This Agreement may be renewed for such additional term(s) as may be agreed upon by the PARTIES. The PARTIES acknowledge and agree that the term of this Agreement and any extension of the term of this Agreement as provided for in this section is subject to CONTRACTOR maintaining its Class 3 - BLS transport COPCN and its Class 2 -ALS transfer COPCN. COUNTY agrees that the decision to grant CONTRACTOR the necessary COPCNs will not be unreasonably withheld.

5. Effective Date. The effective date of this Fifth Amendment is retroactive to May 22, 2021.

6. Federally Funded Contracts. Exhibit B to the Agreement is replaced in its entirety with Exhibit B hereto.

7. Prior Agreements. This Fifth Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, or Fifth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

8. Joint Preparation. Preparation of this Fifth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

9. Priority of Provisions; Amendment. The Parties agree that if any conflict or ambiguity exists between this Fifth Amendment and the Agreement, this Fifth Amendment will control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

10. Counterparts and Multiple Originals. This Fifth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2021, and CONTRACTOR, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: \_\_\_\_\_ (Date)  
Adam Katzman  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
René D. Harrod  
Deputy County Attorney

**FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CENTURY  
AMBULANCE SERVICE, INC. FOR EMERGENCY BACKUP AMBULANCE SERVICE**

CONTRACTOR

WITNESSES:

CENTURY AMBULANCE SERVICE, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

**EXHIBIT A-1**  
**ADDITIONAL SCOPE OF SERVICES**  
**(WORK FOR MOBILE IN-HOME TESTING/VACCINATION PROGRAM FOR COVID-19)**

To help improve COVID-19 testing and vaccination for individuals that are homebound or other segments of the population that cannot get tested or vaccinated at established testing and vaccination sites, Contractor shall provide the following services at the costs set forth in this Exhibit. Contractor will perform the services on a nonexclusive basis and acknowledges that County does not control the number of appointments or location and times of such appointments. Contractor further acknowledges that County is not responsible for and will not supply any staff, supplies, materials, or equipment to Contractor necessary for the collection of specimens or to administer vaccines for COVID-19.

A. Hours of Specimen Collection/Vaccination and Appointments:

1. The Florida Department of Health (“DOH”) will provide Contractor with appointment location and times.
2. Contractor will perform the specimen collection/vaccinations Mondays through Fridays. Contractor must have the ability to perform specimen collection/vaccination for at least fifty (50) daily appointments. Contractor agrees that the number of daily appointments may increase or decrease should demand and other conditions warrant the expansion or contraction of the Mobile In-Home Testing and Vaccination Program.
3. If appointment slots are not being utilized, Contractor must be available to test or vaccinate staff and patients of Assisted Living Facilities and Skilled Nursing Facilities.

B. Specimen Collection

1. Contractor must collect specimens using nasopharyngeal or oropharyngeal swabs according to all professional standards and Centers for Disease Control (“CDC”) guidelines.
2. Contractor must handle, store, and transport the specimens according to DOH requirements. DOH will supply Contractor with supplies and materials required to package, store, and transport specimens.
3. Contractor must complete any laboratory requisitions and label the specimens.
4. Contractor must ensure that specimens are delivered daily to a DOH laboratory for processing.

C. Vaccination Administration:

1. Contractor must administer vaccinations according to all professional standards and CDC guidelines.
2. Contractor must handle, store, and transport vaccinations according to DOH requirements. DOH will supply Contractor with supplies and materials required to package, store, and transport the vaccinations.
3. DOH will provide the supplies and materials required to administer the vaccinations.

4. Contractor must adhere to DOH tracking guidance for administration of the vaccinations.

**D. Contractor Staff and Equipment:**

1. Contractor must, prior to testing/vaccination administration, have all employees assigned to the In-Home Testing/Vaccination Program trained by DOH to collect, handle, and store specimens for COVID-19, and administer vaccinations.
2. Contractor must have office support staff available to manage the In-Home Testing/Vaccination Program, including through receipt of schedules with addresses as arranged by DOH.
3. Contractor must provide a minimum of two (2) employees to perform the specimen collection/vaccinations and may increase, upon approval of the County, the number of employees up to a maximum of four (4) employees, if necessary to perform the specimen collection and vaccine administration assignments. County, in its sole discretion, may require that Contractor increase or decrease the number of its employees (not to exceed four (4)) to perform specimen collections/vaccinations upon written notice to Contractor. No more than two (2) employees shall perform the specimen collection/vaccinations services for each appointment.
4. Contractor will utilize its own vehicles to provide service and such vehicles will be marked as belonging to Contractor.
5. Contractor must supply all its employees who attend a testing/vaccination appointment with Personal Protective Equipment ("PPE").
6. All Contractor employees entering dwellings for each specimen collection/vaccination appointment must wear previously unused PPE.
7. Contractor must ensure that its employees appropriately dispose of PPE once testing/vaccination is complete, including adhering to all CDC Infection Control recommendations.

**E. Compensation:**

1. Maximum Amounts; Rates. For all services provided under this Fourth Amendment, County will pay Contractor up to a maximum amount as follows:

<b>Services</b>	<b>Rate</b>	<b>Not-To-Exceed Amount</b>
Services under Exhibit A-1	\$100/hour per employee performing specimen collection and vaccinations	\$271,200.00
Reimbursable Expenses	N/A	\$0
<b>TOTAL NOT TO EXCEED</b>		<b>\$271,200.00</b>

Contractor shall only invoice for and payment shall be made only for the time spent actually performing specimen collection and vaccinations that are completed

pursuant to this Fourth Amendment, invoiced at the rate of \$100/hour per employee performing specimen collection and vaccinations as set forth in this Exhibit A-1, which amounts shall be accepted by Contractor as full compensation for all such services under this Additional Scope of Services. Contractor acknowledges that the amounts set forth in this Additional Scope of Services are the maximum amounts payable to Contractor and constitute a limitation upon County's obligation to compensate Contractor for work under this Additional Scope of Services. Contractor shall not be reimbursed for any expenses it incurs.

2. Method of Billing and Payment.

2.1. Contractor may submit invoices for compensation no more often than on a bi-weekly (every two weeks) basis. An original invoice plus one copy are due within fifteen (15) days after the end of the two week period covered by the invoice. Invoices must designate the number of specimens collected per day, the number of vaccinations administered per day, the name(s) of the employee(s) used for the appointment, and as applicable, the hours, tasks, or other details as requested by the Contract Administrator.

2.2. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Fourth Amendment and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Fourth Amendment. Payment shall be made to Contractor at the address designated in the Notices section of the Agreement.

F. Contract Administrator: The County Contract Administrator for the In-Home Testing Program as set forth in this Additional Scope of Services is Tracy Jackson, Director, Regional Emergency Services and Communications, 954-831-3908, [tjackson@broward.org](mailto:tjackson@broward.org).

G. Compliance with Laws: Contractor and the specimen collection and vaccinations must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans 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.



**EXHIBIT B**  
**FEDERALLY FUNDED CONTRACT PROVISIONS**

Contractor shall comply with the following additional obligations of this exhibit (this "Exhibit") to the extent applicable, and such applicable obligations are hereby incorporated by reference and made a part of this Agreement:

1. Federally assisted construction contracts. For all federally assisted construction contracts (as defined in 41 C.F.R. Part 60-1.3):

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.01 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.02 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.03 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.04 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.05 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.06 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.07 Contractor will include the provisions of Section 1.01 – 1.07 of this Exhibit in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency (as defined in 41 C.F.R. Part 60-1.3), Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.08 Unless provided otherwise in 41 C.F.R. § 60-1, Subpart A, Contractor shall comply with the requirements of 41 C.F.R. § 60-1.7 (Reports and other required information), 41 C.F.R. § 60-1.8 (Segregated facilities), 41 C.F.R. § 60-1.9 (Compliance by labor unions and by recruiting and training agencies), 41 C.F.R. § 60-1.10 (Foreign government practices), 41 C.F.R. § 60-1.11 (Payment or reimbursement of membership fees and other expenses to private clubs), and 41 C.F.R. § 60-1.12 (Record retention).

2. Construction Work. For all contracts for construction work (as defined in 41 C.F.R. Part 60-1.3) in excess of \$2,000:

2.01 Contractor shall comply with 40 U.S.C. §§ 3141-3144, 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction") and shall comply with requirements of 29 C.F.R. Part 3, as may be applicable.

2.02 Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor shall pay such wages not less than once a week.

2.03 Contractor shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," as may be applicable. Contractor shall not induce by any means any person employed in construction, completion, or repair of work, to give up any part of the compensation to which such person is otherwise entitled.

2.04 Contractor shall include Sections 2.01 – 2.03 of this Exhibit in any contract with a Subcontractor related to the performance of this Agreement and shall require all Subcontractors to include such clauses in any contract with any lower-tier subcontract.

2.05 A breach of any requirement in Sections 2.01 – 2.04 of this Exhibit may be grounds for termination of this Agreement by County and may be a basis for the debarment of Contractor or any Subcontractor as provided in 29 C.F.R. § 5.12.

3. Mechanics or Laborers. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers:

3.01 Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5).

3.02 Contractor shall, among other things, compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Contractor shall compensate work in excess of the standard work week at a rate of not less than one and half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require laborers or mechanics to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

4. Environmental Requirements.

4.01 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and shall report any violations thereof to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

4.02 Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

5. Debarment and Suspension.

5.01 This Agreement is a “covered transaction” for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Contractor affirms and verifies that neither Contractor, nor any of its principals (as defined in 2 C.F.R. § 180.995) or affiliates (as defined in 2 C.F.R. § 180.905) are excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935) from participating in this Agreement.

5.02 Contractor shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and shall include the requirement to comply with those regulations in any lower tier contract (*i.e.*, contract with a subcontractor) that is a “covered transaction” relating to this Agreement.

5.03 If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C or 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies against Contractor, including but not limited to suspension and/or debarment.

5.04 Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, until the termination or expiration of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier (*i.e.*, contracts with a subcontractor) covered transactions relating to this Agreement.

6. Byrd Anti-Lobbying Requirements. By execution of this Agreement, Contractor certifies that:

6.01 No Federal appropriated funds have been paid or will be paid, by or on behalf of the contract, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

6.02 If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

6.03 Contractor shall require that the language contained in Sections 6.01 – 6.02 of this Exhibit be included in all contracts with Subcontractors in connection with this Agreement.

6.04 This certifications in Sections 6.01 – 6.03 of this Exhibit are material representations of fact upon the County is relying in entering into this Agreement. Contractor certifies and affirms

the truthfulness and accuracy of each statement of the foregoing certifications. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to these certifications.

7. Domestic Preferences for Procurements. Pursuant to 2 C.F.R. § 200.322 and consistent with applicable law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States for goods, products, or materials purchased, acquired, or used in this Agreement. Contractor shall include a provision requiring such compliance in all subawards, subcontracts, purchase orders, or other transactions relating to this Agreement.

8. Procurement of Recovered Materials. Pursuant to 2 CFR § 200.323, Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, for all purchases under this Agreement. Contractor shall procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procure solid waste management services in a manner that maximizes energy and resource recovery; and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Rights to Inventions Made Under a Contract or Agreement. If Contractor or its subcontractor is a small business firm or nonprofit organization performing experimental, developmental, or research work under a "funding agreement," as defined under 37 C.F.R. § 401.2, the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency will apply to this Agreement. The clauses set forth under 37 C.F.R. § 401.14 are hereby incorporated by reference to the extent applicable under 37 C.F.R. § 401.3, with such changes as are necessary (*mutatis mutandis*).