

**NATIONAL**  
**HARM REDUCTION**  
**COALITION**

**California Harm Reduction Initiative to Expand Harm Reduction and Support and Services  
July 2023 - December 2023**

Organization Name (the "Grantee"):	Humboldt County Public Health Branch
Organization Address:	507 F Street Eureka, CA 95501
Project Address (if different from above):	
Total Amount Awarded:	\$59,015 (July 1, 2023 - December 31, 2023)
Grant Start Date:	July 1, 2023
Grant End Date:	December 31, 2023

Grantee and National Harm Reduction Coalition (the "Grantor") acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. **Purpose.** Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Funded Activities described in the approved Scope of Work (Appendix A) previously submitted by grantee) unless approved otherwise by prior written consent of Grantor.
2. **Term.** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "Effective Date") and will expire on December 31, 2023, unless terminated earlier as provided herein (the "Term").
3. **Source of Funds and Budget Contingency.** The California Department of Public Health (CDPH), Office of AIDS (OA) had contracted and awarded the Grantor funds to support this agreement. The Grantor's CDPH-OA contract award was dependent on the California Budget Act of 2019, which included \$15.2 million to strengthen substance use disorder response by supporting staffing at syringe services programs (SSPs). This funding is to continue funding programs already selected to provide quality harm reduction services, and to continue to establish and enhance collaborations between SSPs and other medical, social service, and substance use disorder treatment providers during this six month month period.
4. The Grantor's ability to fund this Agreement depends on receipt of funds from CDPH-OA. If Grantor does not receive the necessary funds from CDPH-OA, this Agreement shall be of no further force and effect. In this event, Grantor shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
5. **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 9 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, Grantor shall pay Grantee the Grant in four (4) installment payments as follows (each, an "Installment Payment"):

Payment	Amount	Requirements	Funds Release Date
First Installment Payment	35% of Total Award	Signed Contract, payment information, and all administrative documents returned to Grantor.	Within 14 days of receipt of required documents & contract execution.
Second Installment Payment	25% of Total Award	Submission and approval of scope of work & budget, <b>due September 8, 2023</b> (for full award amount & funding period).	On or around the week of September 29, 2023 or within 14 days of completed and approved reporting (whichever is later).
Third Installment Payment	25% of Total Award	No reporting requirements.	On or around the week of November 3, 2023.
Fourth Installment Payment	15% of Total Award	Submission and approval of closeout report & budget attestation <b>due December 1, 2023</b> (covering the full award period from July 1, 2023 through December 31, 2023).	On or around the week of December 22, 2023 or within 14 days of completed and approved reporting (whichever is later)

***A Final Fiscal and Program Report will be due at the end of the contract term. Grantor reserves the right to request repayment of funds if the final reporting requirements are not met.***

All Installment Payments pursuant to this Agreement will be contingent on Grantor's determination, in its sole discretion, that Grantee is in full compliance with the terms of this Agreement. This includes any fiscal, program, progress and data reporting requirements. If Grantor decides to not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, including, but not limited to, full compliance with the Budget and any required reporting, Grantor shall not at a later date be obligated to make such Installment Payment.

Grantee understands and agrees that Award funds **may not be used** to pay for or offset the cost of the following:

- (i) Purchasing vehicles or mobile units
- (ii) Screening kits, including HIV, HCV, and toxicology screens
- (iii) Existing deficits of Grantee
- (iv) Government Lobbying Activities
- (v) Illegal activities

- (vi) Services or staffing costs incurred outside of the state of California, without prior approval
- (vii) Events, programs, or staffing costs that occurred prior to the grant start date
- (viii) Supply costs for needles and syringes and other supplies solely used for drug injection (e.g. pipes,cookers)
- (ix) Major equipment/property: A tangible or intangible item having a base unit cost of \$2,500 or more

Grantee has the right during the Term to receive grants and funds from others for any purpose. By doing so, Grantee does not violate any of the terms or conditions of this Agreement. However, if Grantee receives “duplicative funding” for the Funded Activities, Grantee will return such funds to Grantor or request a formal modification to the scope of the Agreement within sixty (60) days from the date of notice provided by a third party that Grantee will receive “duplicative funding”. A request for modification of the purpose of the Agreement does not guarantee a change in purpose. For the purposes of this Agreement, “duplicative funding” means any financial support, including in-kind, for the same work as the Funded Activities, outlined in Appendix A (Scope of Work) document, before or during the Term of this Agreement. Nothing in this Agreement entitles Grantee to additional awards, grants, financial support or payments of any kind from Grantor. However, Grantee may submit additional applications to Grantor for other Grantee plans or initiatives.

- Grantee understands and agrees that Grantor may be required to report all fees and expenses paid to Grantee under this Agreement in accordance with all applicable laws, Grantee further agrees to provide, at Grantor’s reasonable request, any information necessary for Grantor to make a required posting or reporting.

6. **Representations and Warranties.** Grantee makes the following representations and warranties:

- a. Grantee is a political subdivision of the State of California, validly existing, and in good standing with all authority and permits necessary to carry on its activities, including the Purpose of the Grant.
- b. Grantee complies with and will continue to comply with all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
- c. Grantee does not discriminate on the basis of race, ethnicity, gender, religion, disability, sexual orientation, or gender identity or expression.
- d. All information relating to the Grant heretofore provided to Grantor by Grantee or to be provided to Grantor by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.
- e. Except as otherwise provided in this Agreement, Grantee will not use these funds to make a contribution or transfer to another entity or organization, however organized and however related to Grantee, without the prior consent of Grantor. This restriction shall not be construed as a prohibition on Grantee making reasonable payments for services rendered to the

organization, in furtherance of the mission of Grantee and the purposes for which this Grant is made.

- f. Grantee has obtained any necessary approvals, including those of Other Affiliations of Grantee, to enter into this Agreement and accept the Award hereunder; and
  - g. Grantee has not entered into, and during the Term of this Agreement will not enter into, any agreement with or obligation to a third party that is inconsistent or conflicting with its obligations under this Agreement.
7. **Records and Activities.** Grantee will maintain accurate and complete records of expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 8 of this Agreement and for at least three (3) years thereafter. In addition, programmatic activities are to have reasonable documentation of activities. Documentation of program activities will depend on funded activities. During the Term, and for three (3) years thereafter, upon the request of Grantor, Grantee shall permit Grantor, CDPH-OA, or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records during normal business hours, and Grantee shall cooperate and assist Grantor with Grantor's review of such records.

Grantee is able to participate in technical assistance and training offered by National Harm Reduction Coalition and CDPH-OA. Grantee can voluntarily participate in other small group work, one-on-one technical assistance and peer shadowing opportunities. Grantor agrees that any meetings in which attendance is required of the Grantee will be arranged with advance notice.

8. **Reporting and Information.**

- a. Grantee will immediately provide Grantor with a copy of Grantee's Form W-9. A current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a tax-exempt organization and a copy of Grantee's current statement of organization on file with the relevant campaign finance regulators and any amendments to such forms may be requested.
- b. Reporting requirements are reflected in Section 5. Grantor has the right to adapt and adjust these requirements throughout the contract, ensuring proper and advanced notice is provided to Grantee. Grantee will promptly provide Grantor with the necessary Grant Reports. Any fiscal reports, including the final closeout report, may require reporting that includes a full, detailed accounting of expenditures of Grant funds, including a confirmation that the funds have been spent exclusively toward the Purpose in accordance with the Budget.
- c. If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit B, Grantee will disclose this in the Grant Reports, and Grantor will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to Grantor. Grantee may not reallocate any unspent funds and may not spend or retain unspent funds after the Budget end date stated in Exhibit B without prior written approval from Grantor. Moreover, the Grant Reports shall include any other information requested by Grantor reasonably in advance of the due date of the relevant Grant Report.
- d. Grantee will (i) immediately furnish Grantor with any information concerning a threatened, proposed, or actual change in Grantee's status as a tax-exempt organization, and (ii) provide Grantor prompt written notice (1) if any of the events in Section 9 of this Agreement occurs, and (2) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 9 of this Agreement.

Evaluation activities may be conducted throughout the entirety of the project by Grantor and potentially in collaboration with additional outside entities. Grantees must make themselves available and cooperate with evaluators as necessary and with advanced notice.

9. **Termination.** This Agreement may be terminated by Grantor if, in Grantor's sole discretion, any of the following has occurred:
- a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;
  - b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee; a material change in Grantee's staff responsible for carrying out the Purpose of the Agreement;
  - c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of Grantor;
  - d. Grantee has materially misrepresented to Grantor its activities or financial condition;
  - e. Grantee fails to comply with any of the provisions of this Agreement including, but not limited to, Exhibit A (Scope of Work) and B (Budget) and any required reporting and evaluation requirements, respectively.
  - f. Funding is reduced or eliminated for the contract awarded to the Grantor from CDPH-OA that funds this Agreement

The effective date of Grantor's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by Grantor to Grantee of the termination, and (b) if so elected by Grantor, the date on which the event triggering the right of termination occurred. The delay in, or failure of, Grantor to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by Grantor of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of Grantor upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches, or any other equitable or legal defense if Grantor later elects to exercise its right of termination.

10. **Payment Obligation; Return of Funds.** In the event that Grantor terminates this Agreement pursuant to the terms hereunder:
- a. Any remaining payment obligation of Grantor to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;
  - b. If Grantor terminates this Agreement pursuant to any provision hereunder other than Section 9(a) or 9(e) of this Agreement, Grantee shall promptly return to Grantor any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and
  - c. If Grantor terminates this Agreement pursuant to either Section 9(a) or 9(e) of this Agreement, Grantor reserves the right to request Grantee to promptly return to Grantor an amount equal to the amount of the Grant previously paid to Grantee.
11. **Indemnity; Liability.** Grantee shall indemnify, defend and hold harmless Grantor, its officers, managers, members, founders, employees and agents and each of their affiliates (collectively, the "*Grantor Parties*"), from and against, any liability, damage, loss or expense (including reasonable

attorneys' fees and expenses of litigation) incurred or imposed upon the Grantor Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) the expending of Grant funds furnished pursuant to this Agreement; or (c) the carrying out of any programs or projects funded by the Grant. Grantee's obligation to indemnify Grantor Parties shall be limited to circumstances of Grantee's negligence or willful misconduct. Grantor shall not be liable to Grantee for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that Grantor, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

12. **Intellectual Property Rights.** California Department of Public Health, Office of AIDS, retains all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice which result directly or indirectly from this Agreement.
13. **Grant Publicity.** Any information contained in publications or presentation of activities funded by the Grant shall be made available to the public following such reasonable requirements or procedures as Grantor, and Grantee may agree to from time to time. Grantor and CDPH-OA shall have a non-exclusive, irrevocable right to use, reproduce and distribute any publications, studies or data produced in the course of the funded activities. Grantee agrees that any and all publications or public announcements by Grantee arising out of the Funded Activities/Program shall carry the following acknowledgement: "Supported by grant funding from Grantor and has had no input into the development or content of these materials."
14. **Gifts.** Grantor desires that all of Grantee's resources be dedicated to accomplishing its purposes. Therefore, Grantee agrees that it will not furnish Grantor or Grantor Parties with any membership, commemorative items, recognition plaques, or gratuities or benefits of any kind.
15. **Site Inspection.** California Department of Public Health, Office of AIDS through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including contract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises, the Grantee is required to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.
16. **Confidentiality of Information.** The Grantee shall: **a.)** Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Grantee, its employees, or agents as a result of services performed under this Agreement, except for statistical information not identifying any such person. **b.)** Not use such identifying information for any purpose other than carrying out the Grantee's obligations under this Agreement.
17. **Insurance Coverage Requirements.** Grantee shall display evidence of certificate of insurance evidencing the following coverage:
  - a. Commercial General Liability - Grantee shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee's limit of liability. The policy shall be endorsed to include, "National Harm Reduction Coalition, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- b. Automobile Liability (when required) - Grantee shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "National Harm Reduction Coalition, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- c. Worker's Compensation and Employer's Liability (when required) - Grantee shall maintain and provide proof of statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 18. Professional Liability (when required) - Grantee shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 19. **Compliance with Federal Laws and Regulations.** Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

**20. Federal Equal Opportunity Requirements.**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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 career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veterans Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.
21. **Debarred or Suspended Contractors.** The Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85. The Organization certifies to the best of its knowledge that it is not presently



debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

22. **Lobbying Restrictions and Disclosures.** Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NHRC that it will not and has not used funds appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
23. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California and shall be performable and enforceable in San Francisco, CA. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of San Francisco County, CA and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of San Francisco County, CA.
24. **Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of Grantee and Grantor.
25. **Amendment.** This agreement may be amended only in writing signed by both parties.
26. **Waiver.** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.
27. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.
28. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of Grantor, which consent Grantor may withhold, condition or delay in its sole discretion.
29. **No Third Party Rights.** Except as set forth in Section 5 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.
30. **Remedies.** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or in equity.
31. **Independent Parties.** This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto. Grantee acknowledges and agrees that it will conduct all activities funded by the Grant in its own name and that Grantee's employees and agents are not, and will not hold themselves out to be, agents or representatives of Grantor for any purpose.

- 32. **Survival.** The provisions of Sections 7 (Records & Activities), 8 (Reporting & Information), 10 (Payment Obligation; Return of Funds), and 11 (Indemnity; Liability) shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.
- 33. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.
- 34. **Contact Information.** For information regarding the Grant, please contact:

National Harm Reduction Coalition  
c/o Terra Haywood  
243 Fifth Avenue, #529  
New York, NY 10001  
CHRI@harmreduction.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms, and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to Grantor and if a duly executed copy of this Agreement is not received by Grantor this Agreement and the Grant may be revoked.

ACCEPTED AND AGREED:

**GRANTEE**

**GRANTOR**

\_\_\_\_\_  
Printed name of Authorized Individual

**Laura Guzman, JD**

\_\_\_\_\_  
Printed name of Authorized Individual

**Acting Executive Director**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**National Harm Reduction Coalition**  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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Date