

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
HENRY SCHEIN, INC.**

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Henry Schein, Inc.

II. Authority:

This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

III. Purpose:

This Agreement sets forth the terms by which DHS/FEMA (or, with DHS/FEMA's coordination, the U.S. Department of Health and Human Services (HHS)) will transport Personal Protective Equipment or other medical supplies (hereinafter "PPE") on behalf of Henry Schein, Inc. The effort underlying this agreement is intended to facilitate the ability of Henry Schein, Inc. to rapidly provide critical PPE items that are currently in short supply to locations where it is needed most, including end users such as hospitals, and state and local governments. In consideration of DHS/FEMA's agreement to transport PPE at the Government's expense, Henry Schein, Inc. agrees to distribute, in accordance with their responsibilities set forth below, a minimum of 50% of the total transported PPE to DHS/FEMA designated locations specified in Attachment A. Each party will cooperate to carry out its respective responsibilities under this agreement.

IV. Responsibilities:

A. DHS/FEMA Responsibilities:

1. DHS/FEMA (or HHS) will transport, by air, PPE owned by Henry Schein, Inc. to the United States from the locations identified in **Attachment A** from time to time by mutual agreement of the parties.
2. DHS/FEMA (or HHS) will use existing authority to arrange air transportation services.
3. DHS/FEMA (or HHS) will deliver the shipments to the locations designated in **Attachment A** (as may be updated from time to time per Section IV.A.1 above).

B. Henry Schein, Inc. Responsibilities:

1. Henry Schein, Inc. agrees to cooperate to the fullest extent possible with assisting DHS/FEMA (or HHS) at point of origin and point of destination to facilitate the shipment of PPE.
2. Henry Schein, Inc. agrees to provide a reasonable estimate of the value of the shipment at least 48 hours prior to the shipment for purposes of arranging service with a transportation service provider.
3. Henry Schein, Inc. agrees that upon receipt of the PPE shipment in the United States, Henry Schein, Inc. will distribute at least 50% of the PPE medical supplies to Henry Schein, Inc. existing customers in the locations specified in **Attachment B**, which DHS/FEMA and HHS have determined have the most pressing need. For avoidance of doubt, any sales of such PPE directly to FEMA shall not be deemed to be distribution to the locations specified in **Attachment B**. DHS/FEMA reserves the right to amend the list of locations specified in **Attachment B** at any time.
4. Henry Schein, Inc. agrees to confirm distribution of the PPE to the locations specified in **Attachment B** via an email to FEMA containing a report on the locations, name of recipient healthcare facilities, and amount of PPE per healthcare facility.
5. Henry Schein, Inc. agrees to take possession of the PPE shipped at Government's expense at the point of arrival (*i.e.*, the airport). The point(s) of arrival is set forth in **Attachment A**.
6. Henry Schein, Inc. agrees to distribute the PPE to its customers at a reasonable price (*i.e.*, the price that a prudent and competent buyer would be willing to pay given available data on market conditions).

V. Points of Contact: All notices or other written communication related to this MOA shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's below identified contractual representative:

Henry Schein, Inc.	DHS/FEMA
Name: (b)(6)	Name: (b)(6)
Address: 135 Duryea Rd Melville, NY 11747	Address: DHS/FEMA 500 C St., SW
Telephone: (b)(6)	Telephone: (b)(6)
Email: (b)(6)	Email: (b)(6)

Company	DHS/FEMA
Name: (b)(6) General Counsel	Name: (b)(6)
Address: Henry Schein, Inc.	Address: DHS/FEMA 500 C. St, SW

135 Duryea Rd. Melville, NY 11747	Washington, D.C. 20472
Telephone: (b)(6)	Telephone: (b)(6)
Email: (b)(6)	Email: (b)(6)

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or Henry Schein, Inc. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

B. This agreement with Henry Schein, Inc. is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, Henry Schein, Inc. will comply with the agreement without regard to the participation or non-participation in the program, or the terms thereof, of any other private company.

C. **Risk of Loss.** All PPE furnished, loaned or bailed by Henry Schein, Inc. to DHS/FEMA or HHS, or otherwise not acquired by DHS/FEMA for the performance of this MOA are the property of Henry Schein, Inc. DHS/FEMA shall not charge Henry Schein, Inc. for any storage, maintenance or return of any PPE, except in the circumstance that FEMA must store the shipment due to Henry Schein, Inc. failure to timely take possession of the shipment at the point of destination. Except as provided for in writing, Henry Schein, Inc. shall bear all risk of loss for all such PPE in DHS/FEMA's possession or for which DHS/FEMA is responsible, and DHS/FEMA will not be liable for any loss or damage to the PPE during shipment, occurring prior to delivery of the PPE to Henry Schein, Inc., or resulting from improper packing and marking, improper loading, stowing, trimming, blocking, and/or bracing of the shipment.

D. This Agreement is between DHS/FEMA and Henry Schein, Inc. and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against Henry Schein, Inc., its officers or employees, or any other person.

E. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement

and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority. Henry Schein, Inc. agrees that it has no expectation of payment from FEMA and agrees to waive any claim for compensation of any kind from FEMA or any payment from FEMA in relation to FEMA's transportation of Henry Schein, Inc. PPE.

F. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

VII. Effective Date:

The terms of this Agreement will become effective upon the signature of both parties.

VIII. Modification:

This Agreement may be modified upon the mutual, written consent of the parties.

IX. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until Henry Schein, Inc. has confirmed the delivery information for the PPE as specified in Section IV.B.4. The Agreement may be extended by mutual written agreement of the parties. Either party upon 5 days' written notice to the other party may terminate this Agreement.

X. Approved by:

(b)(6)

Director, Operations Division, Office of Response

3/30/20

Date

(b)(6)

SVP, Corporate & Legal Affairs and Chief of Staff
Henry Schein, Inc.

3/18/20
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
McKesson Medical-Surgical Inc.**

I. Parties:

The parties to this Memorandum of Agreement ("Agreement") are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and **McKesson Medical-Surgical Inc. ("MMS")**.

II. Authority:

This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

III. Purpose:

This Agreement sets forth the terms by which DHS/FEMA (or, with DHS/FEMA's coordination, the U.S. Department of Health and Human Services (HHS)) will transport Personal Protective Equipment or other medical supplies (hereinafter "PPE") on behalf of **MMS**. The effort underlying this agreement is intended to facilitate the ability of **MMS** to rapidly provide critical PPE items that are currently in short supply to locations and health care professionals where it is needed most, including end users such as but not limited to hospitals, nursing homes/long terms care facilities, and state and local governments. In consideration of DHS/FEMA's agreement to transport PPE at the Government's expense, **MMS** agrees to distribute, in accordance with their responsibilities set forth below, a minimum of 50% of the total transported PPE items to DHS/FEMA designated locations specified in Attachment B. Each party will cooperate to carry out its respective responsibilities under this agreement.

IV. Responsibilities:

A. DHS/FEMA Responsibilities:

1. DHS/FEMA (or HHS) will transport, by air, PPE owned by **MMS** to the United States from the locations identified in **Attachment A**.
2. DHS/FEMA (or HHS) will use existing authority to arrange air transportation services.
3. DHS/FEMA (or HHS) will deliver the shipments to the locations designated in **Attachment A**.
3. DHS/FEMA will provide a list of locations in the United States that are of the most pressing need for PPE with some direction to **MMS** on the relative degree

of need by location (i.e., prioritization). The list will identify specific counties within a given State, and, to the extent DHS/FEMA has information, direction on the specific products of greatest need for a given location.

B. MMS Responsibilities:

1. **MMS** agrees to cooperate to the fullest extent possible with assisting DHS/FEMA (or HHS) at point of origin and point of destination to facilitate the shipment of PPE.
2. **MMS** agrees to provide a reasonable estimate of the value of the shipment at least 48 hours prior, to the fullest extent possible, to the shipment for purposes of arranging service with a transportation service provider.
3. **MMS** agrees that upon receipt of the PPE shipment in the United States, **MMS** will distribute at least 50% of the number of PPE medical supplies (excluding vinyl gloves) to **MMS's** existing customers in the locations specified in **Attachment B**, which DHS/FEMA and HHS have determined have the most pressing need. For avoidance of doubt, sales of PPE directly to FEMA from the "first flight" shall be deemed to be distribution to the locations specified in **Attachment B**, and any future sales of PPE directly to FEMA shall not be deemed to be distribution to the locations specified in **Attachment B**, unless otherwise agreed to by the parties. DHS/FEMA reserves the right to amend the list of locations specified in **Attachment B** at any time.
4. In addition, **MMS** will distribute at least 50% of the vinyl gloves to existing MMS customers who are nursing homes/long term health agencies located within the United States.
5. **MMS** agrees to use best efforts to confirm distribution of the PPE to the locations specified in **Attachment B** via an email to FEMA containing a report on the locations, name of recipient healthcare facilities, and amount of PPE per healthcare facility, but FEMA acknowledges that for items that MMS currently sells under existing item numbers it will be impossible to trace items at the lot level after such items are placed into MMS's core inventory as most medical supply items are not currently traced by lot. If the PPE is placed into a warehouse for use only for expedited COVID-19-related shipments, MMS will be able to demonstrate proof of delivery to FEMA as described in the preceding sentence.
6. **MMS** agrees to take possession of the PPE shipped at Government's expense at the point of arrival (i.e., the airport). The point(s) of arrival is set forth in **Attachment A**.
7. **MMS** agrees to distribute the PPE to its customers at reasonable prices (i.e., the price that a prudent and competent buyer would be willing to pay given available data on market conditions).

- V. Points of Contact:** All notices or other written communication related to this MOA shall be in writing and shall be deemed to have been given by the notifying party if delivered

by hand, electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's below identified contractual representative:

MMS		DHS/FEMA	
Name:	(b)(6) President	Name:	(b)(6)
Address:	McKesson Medical-Surgical, Inc. 9954 Maryland Drive Richmond, VA 23233	Address:	DHS-FEMA 500 C Street SW, 2SW-0603 Washington, DC 20472
Telephone:		Telephone:	
Email:	(b)(6)	Email:	(b)(6)

With a copy to:

MMS		DHS/FEMA	
Name:	(b)(6)	Name:	(b)(6)
Address:	McKesson Medical-Surgical, Inc. 9954 Maryland Drive Richmond, VA 23233	Address:	DHS-FEMA 500 C Street SW Washington, DC 20472
Telephone:	(b)(6)	Telephone:	
Email:	(b)(6)	Email:	

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

B. This agreement with MMS is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, MMS will comply with the agreement without regard to the participation or non-participation in the program, or the terms thereof, of any other private company.

C. **Risk of Loss.** All PPE furnished, loaned or bailed by MMS to DHS/FEMA or HHS, or otherwise not acquired by DHS/FEMA for the performance of this MOA are the property of MMS. DHS/FEMA shall not charge MMS for any storage, maintenance or return of any PPE, except in the circumstance that FEMA must store the shipment due to MMS's failure to timely take possession of the shipment at the point of destination. Except as provided for in writing, MMS shall bear all risk of loss for all such PPE in DHS/FEMA's possession or for which DHS/FEMA is responsible, and DHS/FEMA will not be liable for

any loss or damage to the PPE during shipment, occurring prior to delivery of the PPE to **MMS**, or resulting from improper packing and marking, improper loading, stowing, trimming, blocking, and/or bracing of the shipment.

D. This Agreement is between DHS/FEMA and **MMS** and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against **MMS**, its officers or employees, or any other person.

E. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, except as provided in Section IV.B.7, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority. **MMS** agrees that it has no expectation of payment from FEMA for the services described herein and agrees to waive any claim for compensation of any kind from FEMA or any payment from FEMA in relation to FEMA's transportation of **MMS's** PPE.

F. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

VII. Effective Date:

The terms of this Agreement will become effective upon the signature of both parties.

VIII. Modification:

This Agreement may be modified upon the mutual, written consent of the parties.

IX. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until **MMS** has confirmed the delivery information for the PPE as specified in Section IV.B.5. The Agreement may be extended by mutual written agreement of the parties. Either party upon 5 days' written notice to the other party may terminate this Agreement.

X. Approved by:

(b)(6)

[Insert the name & position of the official signing for DHS/FEMA]

3/28/20

Date

(b)(6)

(b)(6)

President

March 28, 2020

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
MEDLINE INDUSTRIES, INC.**

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Medline Industries, Inc. (“Medline”).

II. Authority:

This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

III. Purpose:

This Agreement sets forth the terms by which DHS/FEMA (or, with DHS/FEMA’s coordination, the U.S. Department of Health and Human Services (HHS)) will transport Personal Protective Equipment or other medical supplies (hereinafter “PPE”) on behalf of Medline. The effort underlying this agreement is intended to facilitate the ability of Medline to rapidly provide critical PPE items that are currently in short supply to locations where it is needed most, including end users such as hospitals, and state and local governments. In consideration of DHS/FEMA’s agreement to transport PPE at the Government’s expense, Medline agrees to distribute, in accordance with their responsibilities set forth below, a minimum of 50% of the total transported PPE to DHS/FEMA designated locations specified in Attachment A. Each party will cooperate to carry out its respective responsibilities under this agreement.

IV. Responsibilities:

A. DHS/FEMA Responsibilities:

1. DHS/FEMA (or HHS) will transport, by air, PPE owned by Medline to the United States from the locations identified in **Attachment A**.
2. DHS/FEMA (or HHS) will use existing authority to arrange air transportation services.
3. DHS/FEMA (or HHS) will deliver the shipments to the locations designated in **Attachment A**.

B. Medline Responsibilities:

1. Medline agrees to cooperate to the fullest extent possible with assisting DHS/FEMA (or HHS) at point of origin and point of destination to facilitate the shipment of PPE.
2. Medline agrees to provide a reasonable estimate of the value of the shipment at least 48 hours prior to the shipment for purposes of arranging service with a transportation service provider.
3. Medline agrees that upon receipt of the PPE shipment in the United States, Medline will distribute at least 50% of the PPE medical supplies to Medline existing customers in the locations specified in **Attachment B**, which DHS/FEMA and HHS have determined have the most pressing need. For avoidance of doubt, any sales of such PPE directly to FEMA shall not be deemed to be distribution to the locations specified in **Attachment B**. DHS/FEMA reserves the right to amend the list of locations specified in **Attachment B** at any time.
4. Medline agrees to confirm distribution of the PPE to the locations specified in **Attachment B** via an email to FEMA containing a report on the locations, name of recipient healthcare facilities, and amount of PPE per healthcare facility.
5. Medline agrees to take possession of the PPE shipped at Government's expense at the point of arrival (*i.e.*, the airport). The point(s) of arrival is set forth in **Attachment A**.
6. Medline agrees to distribute the PPE to its customers at a reasonable price (*i.e.*, the price that a prudent and competent buyer would be willing to pay given available data on market conditions).

V. **Points of Contact:** All notices or other written communication related to this MOA shall be in writing and shall be deemed to have been given by the notifying party if delivered by hand, electronic media (with confirmed receipt) or mailed by an overnight delivery service, to the receiving party's below identified contractual representative:

Medline	DHS/FEMA
Name: (b)(6)	Name: (b)(6)
Address: 3 Lakes Drive Northfield, IL 60093	Address: 500 C St. SW Washington, D.C. 20472
Telephone: (b)(6)	Telephone:
Email: (b)(6)	Email: (b)(6)

Company	DHS/FEMA
Name:	Name: (b)(6)
Address:	Address: DHS/FEMA 500 C. St, SW Washington, D.C. 20472

