

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
CARDINAL HEALTH 200, LLC**

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Cardinal Health 200, LLC ("Company").

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 Company. The effort underlying this agreement is intended to facilitate the ability of Company 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 (the "Transported PPE"), Company agrees to distribute, in accordance with their responsibilities set forth below, PPE comprised of the same or equivalent products as, and equal to 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 or ordered by Company to the United States from the locations identified in Attachment A. The parties may amend the list of locations specified in Attachment A at any time by mutual agreement in writing, including by email.
2. DHS/FEMA (or HHS) will use existing authority to arrange air transportation and related services to facilitate the movement of the goods to include temporary warehousing, packaging, and regulatory clearances for the Transported PPE.
3. DHS/FEMA (or HHS) will deliver the shipments to the locations designated in Attachment A.

B. Company Responsibilities:

1. Company agrees to use commercially reasonable efforts to assist DHS/FEMA (or HHS) at point of origin and point of destination to facilitate the shipment of Transported PPE.
2. Company 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. Company agrees that upon receipt of the Transported PPE shipment in the United States, Company will distribute PPE comprised of the same or equivalent products as, and equal to at least 50% of, the Transported PPE (the "FEMA-Directed PPE") to Company 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. Company agrees to confirm distribution of the FEMA-Directed 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. Company agrees to take possession of the Transported 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. Company agrees to distribute the FEMA-Directed 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), and provided, however, that this section IV.B.6. shall not require Company to sell the FEMA-Directed PPE to its customers for less than the contractual price established between Company and its customers in the ordinary course of business.

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:

Cardinal Health	DHS/FEMA
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: DHS/FEMA [REDACTED]
Telephone: [REDACTED]	Telephone: [REDACTED]

Email: [REDACTED]	Email: [REDACTED]
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Company	DHS/FEMA
Name:	Name: [REDACTED]
Address:	Address: DHS/FEMA [REDACTED]
Telephone:	Telephone: [REDACTED]
Email:	Email: [REDACTED]

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or Company. 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 Company is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, Company 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 Company to DHS/FEMA or HHS, or otherwise acquired by DHS/FEMA or HHS for the performance of this MOA are the property of Company. DHS/FEMA shall not charge Company for any storage, maintenance or return of any PPE, except in the circumstance that FEMA must store the shipment due to Company failure to timely take possession of the shipment at the point of destination. Except as provided for in writing, Company 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 Company, 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 Company 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 Company, 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. Company 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 Company'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 Company 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, without cause, terminate this Agreement.

X. Approved by:

Director, Operations Division, Office of Response
Federal Emergency Management Agency
Date:

Cardinal Health 200, LLC
Date: March 29, 2020

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
Concordance Healthcare Solutions**

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and **Concordance Healthcare Solutions**.

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 **Concordance Healthcare Solutions**. The effort underlying this agreement is intended to facilitate the ability of **Concordance Healthcare Solutions** 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 term care facilities, and state and local governments. In consideration of DHS/FEMA's agreement to transport PPE at the Government's expense, **Concordance Healthcare Solutions** 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 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 **Concordance Healthcare Solutions** 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. Concordance Healthcare Solutions Responsibilities:

1. **Concordance Healthcare Solutions** 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. **Concordance Healthcare Solutions** 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. **Concordance Healthcare Solutions** agrees that upon receipt of the PPE shipment in the United States, **Concordance Healthcare Solutions** will distribute at least 50% of the number of PPE medical supplies to **Concordance Healthcare Solutions** 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. **Concordance Healthcare Solutions** 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.
5. **Concordance Healthcare Solutions** 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. **Concordance Healthcare Solutions** 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:

Concordance Health Solutions	DHS/FEMA
Name: Todd Howell, CFO	Name: William Roy
Address: 85 Shaffer Park Drive, Tiffin, OH 44883	Address: DHS/FEMA 500 C. St, SW Washington, D.C. 20472
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@concordancehs.com	Email: [REDACTED]@fema.dhs.gov

Concordance Healthcare Solutions	DHS/FEMA
Name: Lisa Hohman, CEO	Name: Michael Cameron
Address: 85 Shaffer Park Drive Tiffin, OH 44883	Address: DHS/FEMA 500 C. St, SW Washington, D.C. 20472
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@concordancehs.com	Email: [REDACTED]@fema.dhs.gov

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or Concordance Healthcare Solutions. 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 Concordance Healthcare Solutions is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, Concordance Healthcare Solutions 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 Concordance Healthcare Solutions to DHS/FEMA, or otherwise not acquired by DHS/FEMA for the performance of this MOA are the property of Concordance Healthcare Solutions. DHS/FEMA shall not charge Concordance Healthcare Solutions for any storage, maintenance or return of any PPE, except in the circumstance that FEMA must store the shipment due to Concordance Healthcare Solutions failure to timely take possession of the shipment at the point of destination. Except as provided for in writing, Concordance Healthcare Solutions 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 Concordance Healthcare Solutions, 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 Concordance Healthcare Solutions 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 Concordance Healthcare Solutions, 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. **Concordance Healthcare Solutions** 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 **Concordance Healthcare Solutions** 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 **Concordance Healthcare Solutions** 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.

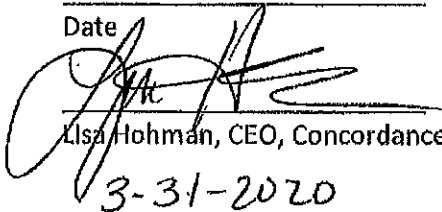
X. Approved by:



William Roy

Director, Operations Division, Office of Response

Date



Lisa Hohman, CEO, Concordance Healthcare Solutions

3-31-2020

**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: [REDACTED]	Name: [REDACTED]
Address: 135 Duryea Rd Melville, NY 11747	Address: DHS/FEMA 500 C St., SW
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@henryschein.com	Email: [REDACTED]@fema.dhs.gov

Company	DHS/FEMA
Name: [REDACTED] General Counsel	Name: [REDACTED]
Address: Henry Schein, Inc.	Address: DHS/FEMA 500 C. St, SW

135 Duryea Rd. Melville, NY 11747	Washington, D.C. 20472
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@henryschein.com	Email: [REDACTED]@fema.dhs.gov

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:

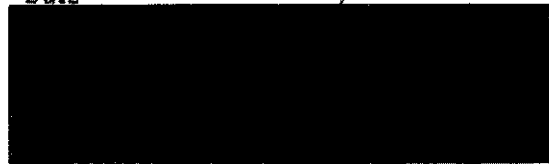
The terms of this Agreement, as modified with the consent of both parties, will remain in effect until Henry Schein, Inc. has confirmed the delivery information for the PPE as specified in Section IV.B.4. The Agreement may be extended by mutual written agreement of the parties. Either party upon 5 days'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

X. Approved by:



Director, Operations Division, Office of Response

3/30/20
Date



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

[REDACTED]

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

[REDACTED]

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: Stanton McComb, President	Name: William Roy
Address: McKesson Medical-Surgical, Inc. 9954 Maryland Drive Richmond, VA 23233	Address: DHS-FEMA 500 C Street SW, [REDACTED] Washington, DC 20472
Telephone:	Telephone:
Email: [REDACTED]@mckesson.com	Email: [REDACTED]@fema.dhs.gov

With a copy to:

MMS	DHS/FEMA
Name: Kevin DeBorde, AGC	Name: Mike Cameron
Address: McKesson Medical-Surgical, Inc. 9954 Maryland Drive Richmond, VA 23233	Address: DHS-FEMA 500 C Street SW Washington, DC 20472
Telephone: [REDACTED]	Telephone:
Email: [REDACTED]@mckesson.com	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

[REDACTED]

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:

William J. Ray

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

3/28/20

Date

DocuSigned by:

Stanton J. McComb

3/28/2011 10:10:00 AM

Stanton McComb, 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: Alex Liberman	Name: William Roy
Address: 3 Lakes Drive Northfield, IL 60093	Address: 500 C St. SW Washington, D.C. 20472
Telephone: [REDACTED]	Telephone:
Email: [REDACTED]@medline.com	Email: [REDACTED]@fema.dhs.gov

Company	DHS/FEMA
Name:	Name: Michael Cameron
Address:	Address: DHS/FEMA 500 C. St, SW Washington, D.C. 20472

Telephone:	Telephone: [REDACTED]
Email:	Email: [REDACTED]@fema.dhs.gov

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or Medline. 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 [company] is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, [company] 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 Medline to DHS/FEMA or HHS, or otherwise acquired by DHS/FEMA or HHS for the performance of this MOA are the property of Medline. DHS/FEMA shall not charge Medline for any storage, maintenance or return of any PPE, except in the circumstance that FEMA must store the shipment due to Medline failure to take possession no more than three (3) business days from arrival notification of the shipment at the point of destination. Except as provided for in writing, DHS/FEMA shall bear all risk of loss or damage for all such PPE in DHS/FEMA's possession or for which DHS/FEMA is responsible.

D. This Agreement is between DHS/FEMA and Medline 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 Medline, 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. Medline 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 [Company's] PPE, except with respect to loss or damage as provided above.

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 Medline 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:

William Roy

William Roy (Mar 30, 2020)

William Roy

Director, Operations Division, Office of Response

Federal Emergency Management Agency

03/30/2020

Date

Alex Liberman

Alex Liberman (Mar 28, 2020)

Alex Liberman

General Counsel

Medline Industries, Inc.

03/28/2020

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
OWENS & MINOR DISTRIBUTION, INC.**

I. Parties:

The parties to this Agreement are the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and Owens & Minor Distribution, Inc. (hereinafter, "Company").

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 Company. The effort underlying this agreement is intended to facilitate the ability of Company 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, Company agrees to distribute, in accordance with their responsibilities set forth below, a minimum of 50% of the total transported PPE (hereinafter "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, Transported PPE owned by Company or its affiliates to the United States from the locations identified in Attachment A.
2. DHS/FEMA (or HHS) will deliver the shipments to the locations designated in Attachment A. The parties may amend the list of locations specified in Attachment A at any time by mutual agreement in writing.
3. DHS/FEMA (or HHS) will deliver the shipments to the designated locations and any other locations provided by Company in writing to DHS/FEMA.

B. Company Responsibilities:

1. Company 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 Transported PPE.
2. Company 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. Company agrees that upon receipt of the Transported PPE shipment in the United States, Company will distribute at least 50% of the Transported PPE medical supplies to Company existing customers in the locations specified in Attachment B, which DHS/FEMA and HHS have determined have the most pressing need. DHS/FEMA reserves the right to amend the list of locations specified in Attachment B at any time.
4. Company agrees to confirm distribution of the Transported 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 Transported PPE per healthcare facility.
5. Company agrees to take possession of the Transported 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. Company agrees to distribute the Transported 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:

Company	DHS/FEMA
Name: Jeffrey T. Jochims, EVP & COO	Name: William Roy
Address: Owens & Minor 9120 Lockwood Blvd. Mechanicsville, VA 23116	Address: DHS/FEMA 500 C St., SW Washington, D.C. 20472
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@owens-minor.com	Email: [REDACTED]@fema.dhs.gov

Company	DHS/FEMA
Name: Nicholas Pace, EVP & GC	Name: Michael Cameron

Address: Owens & Minor 9120 Lockwood Blvd. Mechanicsville, VA 23116	Address: DHS/FEMA 500 C. St, SW Washington, D.C. 20472
Telephone: [REDACTED]	Telephone: [REDACTED]
Email: [REDACTED]@owens-minor.com	Email: [REDACTED]@fema.dhs.gov

VI. Other Provisions:

A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or Company. 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. The Agreement with Company is not contingent upon, or made on the expectation of, any agreement between the U.S. and any other private company. Moreover, Company 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 Transported PPE furnished, loaned or bailed by Company to DHS/FEMA or HHS, or otherwise not acquired by DHS/FEMA for the performance of this MOA are the property of Company. DHS/FEMA shall not charge Company for any storage, maintenance or return of any Transported PPE, except in the circumstance that FEMA must store the shipment due to Company failure to timely take possession of the shipment at the point of destination. Except as provided for in writing, Company shall bear all risk of loss for all such Transported 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 Transported PPE during shipment, occurring prior to delivery of the Transported PPE to Company, or resulting from improper packing and marking, improper loading, stowing, trimming, blocking, and/or bracing of the shipment other than caused by DHS/FEMA's gross negligence or willful misconduct.

D. This Agreement is between DHS/FEMA and Company 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 Company, its affiliates, any of the Company's or its affiliates respective, directors, 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. Company 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 Company's Transported 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:

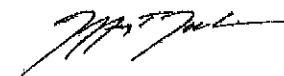
The terms of this Agreement, as modified with the consent of both parties, will remain in effect until Company has confirmed the delivery information for the Transported PPE as specified in Section IV.B.4. The Agreement may be extended by mutual written agreement of the parties. Either party upon 5 days'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

X. Approved by:



William Roy Director, Operations Division, Office of Response

3/30/20
Date



Jeffrey T. Jochims, EVP & COO on behalf of Owens & Minor Distribution, Inc.

March 29, 2020

Date