



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-12

For the meeting of: June 13, 2017

Date: April 5, 2017

To: Board of Supervisors

From: Connie Beck, Director *MBW Connie Beck*
Department of Health and Human Services

Subject: Donation Award from the California Dental Association Foundation's Dental Materials and Supplies Grant - Henry Schein Cares Program

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and accept donation award from the California Dental Association Foundation's Dental Materials and Supplies Grant - Henry Schein Cares Program to support the Public Health Branch Oral Health Program;
2. Authorize the Chair of the Board to sign three (3) original donation agreements; and
3. Direct the Clerk of the Board to return all signed documents to the Department of Health and Human Services (DHHS) – Public Health for final execution.

SOURCE OF FUNDING:

Public Health Funds

Prepared by Leigh Pierre-Oetker, Oral Health Consultant

CAO Approval *Eushua Hegs*

REVIEW:

Auditor *MBW*

County Counsel *W*

Personnel

Risk Manager *KVG*

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 13, 2017*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Department of Health and Human Services (DHHS)-Public Health Oral Health program has received a donation award from the California Dental Association Foundation's Dental Materials & Supplies Grant-Henry Schein Cares Program. Henry Schein Cares will donate dental products to the Oral Health program for a term of two years with the possibility of a renewal for another one-year period. The Oral Health program will receive prevention based products and materials like toothbrushes, floss and toothpaste with a total value between \$5,000 and \$25,000 throughout the course of the donation program.

Henry Schein Cares is the global social responsibility program of Henry Schein Inc., which provides health care products and services to office-based and community practitioners. The global donation program helps to expand access to health care for underserved populations around the world.

This award supports DHHS-Public Health's Oral Health program's efforts to enhance the prevention work of the Smile Humboldt campaign of which DHHS-Public Health acts as a lead collaborator as well as the mission of DHHS-Public Health's oral health initiative, focusing on increasing access and prevention related services for children. These oral health supplies will be distributed to community groups, organizations, programs and providers that serve families and children as well as adults in need.

This agreement comes late to the Board due to the need for multiple revisions and late receipt of finalized documents from the vendor.

FINANCIAL IMPACT:

Approval of this donation agreement will allow the DHHS-Public Health Oral Health program to receive donated items for the period of January 1, 2017 through December 31, 2018. All donations will be in the form of dental supplies given directly to the program. There is no impact to the Public Health fund or the General Fund.

Approving this donation agreement supports the Board's Strategic Framework by creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could decide not to accept this donation award from the California Dental Association Foundation's Dental Materials & Supplies Grant-Henry Schein Cares Program. However, this donation will provide necessary supplies for DHHS-Public Health's Oral Health program and help improve children and family health.

ATTACHMENTS:

Three (3) originals of Henry Schein Cares donation agreement

DONATION AGREEMENT

This Agreement ("Agreement") is entered into as of January 1, 2017 (the "Effective Date") by and between Henry Schein, Inc., ("Donor"), a Delaware corporation with its principal place of business at 135 Duryea Road, Melville, New York 11747, and Humboldt County Public Health ("Donee"), with its principal place of business at 529 I Street, Eureka, California 95521.

WHEREAS, Donor has certain healthcare products and supplies available for donations;

WHEREAS, Donee is a government entity authorized to accept charitable donations and has the need for such donations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Term - This Agreement shall be for a term of two years from the Effective Date of this Agreement and may be renewed upon the mutual agreement of the Parties for additional one-year periods.

2. Products to be Donated

A. Upon receipt and approval by Donor of all of the required documentation under Section 3 of this Agreement, Donor agrees to begin to donate certain healthcare products and supplies (for medical, dental and veterinary use) ("Products" to Donee. The donated Products shall specifically exclude controlled substances, drug classes one through five, as defined in the Comprehensive Drug Abuse Prevention Control Act of 1970 ("Controlled Substances Act").

B. Donee acknowledges that the donated Products are being donated from Donor's non-saleable inventory. Donee understands that while the Products are new and usable, the Products' packaging may be imperfect. Donee agrees to check the expiration dates of products prior to use.

C. Donor agrees to donate whatever quantity of the Products it deems appropriate in its sole discretion. Donee acknowledges and agrees that during the term of this Agreement, there may be times when Donor does not have any Products to donate.

D. Donee understands and agrees that it is not the only charitable or government institution to which Donor makes donations and that the order and manner in which donations are made shall be in the sole discretion of the Donor.

E. Donee acknowledges and agrees that (i) Donor does not control, or exercise any control over, Donee's facilities or operations (ii) all decisions related to Donee's facilities and/or operations are made solely by the Donee, (iii) Donor has not undertaken any duty or responsibility to direct or advise Donee with respect to Donee's facilities and/or operations and (iv) Donor has not imposed any requirements or conditions on Donee other than the Products may only be used in accordance with the terms of this Agreement.

3. Responsibilities and Obligations of Donee

A. Prior to the execution of this Agreement, Donee must provide Donor with the following documentation:

- i. A letter, written on the Donee's official institutional stationery, containing the following information: the Donee's proper name, address, telephone number, fax number, a statement

that the Donee is a government entity,, at least two contact names with the titles of the positions held by such contacts, and a statement of the purpose and/or use of the Products.

ii. A statement of whether any special conditions or circumstances exist under which the donated Products are being accepted and whether there is any Product that the Donee will not or cannot accept.

iii. A statement identifying the physician, registered pharmacist, or other licensed healthcare professional responsible for screening and distributing the donated Products and that Donee accepts complete and total responsibility for such screening and distributing as more fully set forth in Section 4 of this Agreement.

iv. Within 30 days of any change in the information provided pursuant to Section 3(A)(i) above or any material change to the Donee itself, Donee must notify Donor of all such changes.

B. Donee must confirm to Donor in writing its receipt of each donation within 10 days of receipt of any delivery of Products. Such confirmation shall be sent via fax (fax # (631) 454-3031) or certified mail or any recognized commercial overnight courier to: Henry Schein, Inc., Henry Schein Cares, 135 Duryea Road, E-310, Melville, New York 11747. Failure of the Donee to timely and accurately submit the above mentioned confirmation may lead to Donor's termination of this Agreement.

C. Ninety days prior to the expiration of the second anniversary of this Agreement, Donee must notify Donor in writing if it desires to renew this Agreement for an additional one-year term.

D. Donee will be responsible for reasonably assisting Donor with public relations efforts that will work to raise awareness about the donation program and its impact on the Donee's organization and community. Donee hereby permits Donor to make reasonable public statements including, without limitation, public relations materials, promotional materials directly relating to the donations program, and Donee's role therein including reasonable use of Donee's name, pictures and images; provided all such public relations materials must be approved in advance by Donee.

E. During the term of this Agreement, Donee shall knowingly not donate the Products to any Prohibited Person. "Prohibited Person" means (a) a person who is a "designated national," "specially designated national," "specially designated terrorist," "specially designated global terrorist," "foreign terrorist organization," "specially designated narcotics trafficker," or "blocked person" within the definitions set forth in the Foreign Assets Control Regulations of the United States Treasury Department, 31 C.F.R., Subtitle B, Chapter V, as amended (the "OFAC Regulations") or who otherwise appears on the list of Specially Designated Nationals and Blocked Persons, Appendix A to the OFAC Regulations; (b) the government of any country against which the United States of America maintains economic sanctions or embargos under the OFAC Regulations or Executive Order; (c) a person acting or purporting to act, directly or indirectly, on behalf of, or an entity owned or controlled by, any government, individual, or group against which the United States of America maintains economic sanctions or embargoes under the OFAC Regulations or Executive Order; (d) a person who is described in Section 1 of Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001; (e) a person on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules or regulations of OFAC or pursuant to any other Executive Order; or (f) a person in violation of any other law, regulation, or Executive Order of similar import, as each such law has been or may be amended, adjusted, modified or reviewed from time to time. Distributor specifically agrees that under no circumstance

is it permitted to sell the Products through any channel, directly or indirectly, to the following countries or regions, or any person or entity wherever located where there is reason to believe that the Products will be transshipped to those countries or regions: Cuba, Western Balkans, Belarus, Democratic Republic of the Congo, Liberia, Syria, Iran, Burma/Myanmar, Libya, Zimbabwe, Sudan or North Korea.

4. Warranties by Donee - Donee represents and warrants as follows:

A. Donee warrants and represents that it shall screen the donated Products, as reasonably practicable, to eliminate all materials that are unwanted, outdated, recalled or otherwise unsuitable for human use, if applicable (hereinafter referred to as "Unusable Products"). Donee agrees to destroy any Unusable Products locally, at its sole expense, and in accordance with all federal, state and local laws, regulations and ordinances.

B. Donee warrants and represents that it shall accept full responsibility for distributing the donated Products in accordance with all federal, state and local laws, regulations and ordinances.

C. Donee warrants and represents that it will not resell or deliver any of the Products to any entity not directly affiliated with Donee.

D. Donee warrants and represents that (i) it will only use the Products for the sole purpose agreed to by the parties, (ii) the Products are for the provision of charity care and will only be used to provide care to those who are unable to pay, or for whom payment would be a significant hardship, (iii) the Products are not intended for sale or resale and (iv) no nominal patient or service fees will be charged for the Products or services utilizing the Products where product cost would be a component of such fee.

5. Transportation and Delivery of Products

A. Donor shall make all of the necessary arrangements for the delivery of the Products to Donee; provided, Donee shall accept full responsibility for the importation (where applicable) and distribution of Products in accordance with applicable law.

B. Donee understands and agrees that there shall be no regular delivery schedule. Donor will deliver Products as such Products become available and in an order and fashion Donor, in its sole discretion, deems appropriate.

C. Up to the point of delivery by the Donor to any selected carrier, Donor shall keep and store the Products in accordance with the manufacturer's specifications. Upon delivery of any donated Products by the Donor to any carrier, Donor disclaims any and all liability for the maintenance and storage of such Products and at that point Donee accepts full responsibility and liability for the proper storage and handling of the donated Products.

6. Recalled and Withdrawn Products - Donor shall use all commercially reasonable efforts to notify Donee in writing of any recalled or withdrawn Product.

7. Limited Liability: Donee agrees that Donor provides the Products "as is" and Donor shall not be liable to Donee or third parties for liability arising from the distribution or use of the Products.

8. Disclaimer - DONOR PROVIDES THE PRODUCTS TO DONEE ON AN AS-IS BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING UNDER THIS AGREEMENT.

9. Termination - Either party may terminate this Agreement at any time upon 30 days advance written notice, pursuant to Section 10(A) herein, to the other party.

10. General Provisions

A. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be properly addressed to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier or United States registered or certified mail, postage prepaid, return receipt requested.. Notice will be deemed effective when actually received by other party.

B. Relationship of Parties. In performing their respective obligations hereunder, each of the parties shall operate as and have the status of any independent contractor and shall not act as or be an agent, partner, or employee of the other party. No party shall have any right or authority or create any obligations of any kind or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind any other party in any respect whatsoever. Nothing contained herein shall give or is intended to give any rights of any kind to any third persons other than the parties to this Agreement and thereby create any third-party beneficiary hereto other than to the parties to this Agreement.

C. Assignment. Donee shall not transfer, assign, subcontract or delegate in whole or in part any of its rights or obligations under this Agreement without the prior written consent of Donor.

D. Sole Agreement. This Agreement, including recitals, sets forth the entire agreement and understanding of the parties relating to this subject matter, and supersedes and merges all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written. No party shall be bound by any oral agreement or representation irrespective of by whom or when made. No change or modification to this Agreement will be binding unless it is in writing and signed by an authorized representative of each of the parties.

E. Severability. In the event that any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties or shall be deleted and the parties agree to negotiate in good faith to replace such provision while the remainder of this Agreement shall continue in full force and effect.

F. Waiver. Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue performance notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

G. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

H. Nuclear Free Humboldt County Ordinance Compliance. Donor certifies by its signature below that it is NOT A Nuclear Weapons contractor, in that Donor is not

knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Donor agrees to notify Donee immediately if it becomes a Nuclear Weapons contractor as defined above. Donee may immediately terminate this Agreement if it determines that the foregoing certification is false or if Donor becomes a Nuclear Weapons contractor.

I. Compliance with Laws. Donor agrees to comply with all applicable local, State and Federal laws and regulations, including but not limited to the Americans with Disabilities Act. Donor shall maintain licensure and certification requirements at all times during this Agreement. Donor agrees that all professional level persons employed by Donor have met applicable professional licensure requirements pursuant to State, Federal and Donee laws and regulations.

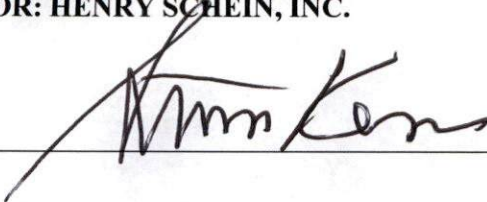
J. Media Release. All press releases and informational material related to this Agreement shall receive approval from Donee prior to being released to the media (television, radio, newspapers, Internet). In addition, Donor shall inform Donee of requests for interviews by media related to this Agreement prior to such interviews taking place. Donee reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Department of Health and Human Services Director, or her designee.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DONOR: HENRY SCHEIN, INC.

By: _____



Title: _____

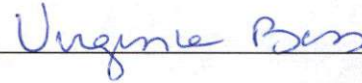
VP, Global Professional
Relations

Date: _____

7/5/17

DONEE: Humboldt County Public Health.

By: _____



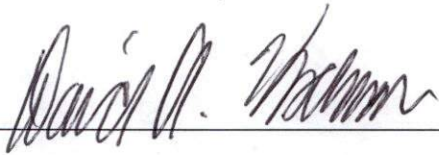
Title: Chair of the Board of Supervisors

Date: _____

6/13/17

DONOR: HENRY SCHEIN, INC.

By: _____



Title: _____

VP, Corporate Affairs

Date: _____

7/5/17