

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN  
CUYAHOGA COUNTY, OHIO  
AND  
QUEST DIAGNOSTICS OF PENNSYLVANIA, INC.  
FOR  
LABORATORY TESTING**

This First Amendment to the Contract ("Amendment") is entered into this 13<sup>th</sup> day of December, 2012, by and between Cuyahoga County, Ohio, on behalf of the Cuyahoga County Sheriff's Department ("County"), and Quest Diagnostics of Pennsylvania, Inc., Four Parkway Center, Pittsburg, PA 15220-3610 ("Quest"), a Pennsylvania Corporation, through its duly authorized officer.

**Whereas**, the County and Quest entered into Contract No. CE1000420-01 ("Contract"), for laboratory testing for the County Correctional Center ("Center") for an amount not to exceed \$240,000.00 for the period of January 1, 2010 to December 31, 2012; and

**Whereas**, the County is now desirous to continue to receive laboratory services for an additional three months; and

**Whereas**, Quest agrees to enter into an Amendment for laboratory testing for the period of January 1, 2013 to March 31, 2013 at no additional cost; and

**Whereas**, by executing this Amendment, the parties agree to be bound by this Amendment, and Quest agrees to provide the services under the terms specified by this Amendment.

**NOW THEREFORE**, the County and Quest now further agree to amend the Contract as follows:

1. **Amended Contract Term:** Quest shall continue to provide laboratory testing for the Center for a period starting January 1, 2013 to March 31, 2013, at no additional cost and under the same terms and conditions of the Contract.

2. **Certifications:** Quest certifies that it is a duly organized and is a validly existing corporation under the laws of Pennsylvania, is in good standing and qualified to do business in the State of Ohio as a foreign corporation, has the full legal authority to enter into this Amendment and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Amendment.

3. Incorporation: The provisions of this Amendment are incorporated into the original Contract, as if fully rewritten in the Contract. All terms used in this Amendment shall be defined and construed in the manner set forth in the original Contract. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms, and conditions contained in the Contract and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Contract and this Amendment, the terms, the conditions and provisions of this Amendment shall control.

4. Electronic signature: By entering into this Amendment, Portable Radiology agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. Portable Radiology also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

**CUYAHOGA COUNTY, OHIO**

By: Edward Fitzgerald  
Edward Fitzgerald, County Executive  
2013-02-26 09:58:59

**QUEST DIAGNOSTICS OF PENNSYLVANIA, INC.**

By: [Signature]

PRINT NAME: DEWIS GALLAGHER