

**THIRD AMENDMENT
TO THE
CONTRACT
BETWEEN
CUYAHOGA COUNTY, OHIO
AND
CARDINAL HEALTH 411, INC.
FOR
MEDICAL AND PHARMACEUTICAL DISTRIBUTION SERVICES**

This Third Amendment to the Contract ("Third Amendment") is entered into this 30th day of November, 2012, by and between Cuyahoga County, Ohio, on behalf of the Cuyahoga County Sheriff's Department ("County"), and Cardinal Health 411, Inc., 7000 Cardinal Place, Dublin, Ohio 43017 ("Cardinal"), an Ohio Corporation, through its duly authorized officer.

Whereas, the County and Cardinal entered into Contract No. CE1000535-02 ("Contract") for medical and pharmaceutical distribution services for the County Correctional Center ("Center"), for an amount not to exceed \$1,275,000.00 for the period of June 1, 2010 to December 31, 2011; and

Whereas, the parties entered into a First Contract Amendment on November 8, 2011, to continue providing medical and pharmaceutical distribution services for the period of January 1, 2012 through June 30, 2012, for an amount not to exceed the original Contract amount; and

Whereas, the parties entered into a Second Contract Amendment on March 22, 2012, to continue providing medical and pharmaceutical distribution services for the period of July 1, 2012 through December 31, 2012, for an additional amount of \$475,000.00; and

Whereas, the total compensation to be paid to Cardinal under the Contract, First Contract Amendment, and Second Contract Amendment has been exhausted and the County requires additional medical and pharmaceutical distribution services; and

Whereas, the parties agree to enter into a Third Amendment for medical and pharmaceutical distribution services for the period of January 1, 2013 to March 31, 2013 for an additional amount of \$360,000.00; and

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

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

1. Amended Contract Term: Cardinal shall continue providing medical and pharmaceutical distribution services for the Center for a period starting January 1, 2013 to March 31, 2013, under the same terms and conditions of the Contract.
2. Amended Contract Amount: Cardinal shall provide medical and pharmaceutical distribution services during the Amended Contract Term for an amount not to exceed \$360,000.00.
3. Incorporation: The provisions of this Third Amendment are incorporated into the original Contract, as if fully rewritten in the Contract. All terms used in this Third 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 Third Amendment, all the provisions, terms, and conditions contained in the Contract and not inconsistent with this Third Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Contract and this Third Amendment, the terms, the conditions and provisions of this Third Amendment shall control.
4. Electronic signature: By entering into this Third Amendment, Cardinal 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. Cardinal 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 2013-01-28 15:18:14
Edward FitzGerald, County Executive

CARDINAL HEALTH 411, INC.

By: Kate Spirko

PRINT NAME: Kate Spirko, Vice President Government Accounts