

CARDINAL HEALTH INC

FORM 10-Q (Quarterly Report)

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Address	7000 CARDINAL PLACE DUBLIN, OH 43017
Telephone	6147573033
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Symbol	CAH
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Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	06/30

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

Form 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2011

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 1-11373

Cardinal Health, Inc.

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction of
incorporation or organization)

31-0958666
(I.R.S. Employer
Identification No.)

7000 CARDINAL PLACE, DUBLIN, OHIO 43017
(Address of principal executive offices) (Zip code)

(614) 757-5000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of Registrant's Common Shares outstanding at the close of business on January 31, 2012 was as follows:

Common Shares, without par value: 345,684,925

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CARDINAL HEALTH, INC. AND SUBSIDIARIES

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PART I. FINANCIAL INFORMATION

Item 1: Financial Statements

CARDINAL HEALTH, INC. AND SUBSIDIARIES **CONDENSED CONSOLIDATED STATEMENTS OF EARNINGS** **(Unaudited)** (In millions, except per Common Share amounts)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Revenue	\$27,078.0	\$25,371.8	\$53,870.0	\$49,809.3
Cost of products sold	25,964.1	24,377.6	51,671.7	47,852.9
Gross margin	1,113.9	994.2	2,198.3	1,956.4
Operating expenses:				
Distribution, selling, general and administrative expense	639.8	606.7	1,282.8	1,188.3
Restructuring and employee severance	1.7	2.6	5.1	4.4
Acquisition-related costs	21.9	33.2	49.4	44.8
Impairments and loss on sale of assets	1.1	1.7	2.4	3.6
Litigation (recoveries)/charges, net	0.1	6.1	(3.0)	7.5
Operating earnings	449.3	343.9	861.6	707.8
Other (income)/expense, net	0.8	(5.8)	4.7	(13.2)
Interest expense, net	22.9	21.9	46.3	43.9
Gain on sale of investment in CareFusion	0.0	0.0	0.0	(74.8)
Earnings before income taxes and discontinued operations	425.6	327.8	810.6	751.9
Provision for income taxes	161.2	112.8	309.2	242.6
Earnings from continuing operations	264.4	215.0	501.4	509.3
Earnings/(loss) from discontinued operations, net of tax	(2.4)	0.4	(2.6)	0.9
Net earnings	<u>\$ 262.0</u>	<u>\$ 215.4</u>	<u>\$ 498.8</u>	<u>\$ 510.2</u>
Basic earnings/(loss) per Common Share:				
Continuing operations	\$ 0.77	\$ 0.62	\$ 1.45	\$ 1.46
Discontinued operations	(0.01)	0.00	(0.01)	0.00
Net basic earnings per Common Share	<u>\$ 0.76</u>	<u>\$ 0.62</u>	<u>\$ 1.44</u>	<u>\$ 1.46</u>
Diluted earnings/(loss) per Common Share:				
Continuing operations	\$ 0.76	\$ 0.61	\$ 1.44	\$ 1.45
Discontinued operations	(0.01)	0.00	(0.01)	0.00
Net diluted earnings per Common Share	<u>\$ 0.75</u>	<u>\$ 0.61</u>	<u>\$ 1.43</u>	<u>\$ 1.45</u>
Weighted average number of Common Shares outstanding:				
Basic	345.0	347.6	344.9	348.2
Diluted	348.8	350.7	349.1	351.3
Cash dividends declared per Common Share	\$ 0.215	\$ 0.195	\$ 0.430	\$ 0.390

See notes to condensed consolidated financial statements.

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CARDINAL HEALTH, INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED BALANCE SHEETS (In millions)

	December 31, 2011 (Unaudited)	June 30, 2011
ASSETS		
Current assets:		
Cash and equivalents	\$ 1,797.7	\$ 1,929.3
Trade receivables, net	5,995.4	6,155.7
Inventories	8,888.9	7,334.2
Prepaid expenses and other	1,097.1	896.7
Total current assets	<u>17,779.1</u>	<u>16,315.9</u>
Property and equipment, at cost	3,382.7	3,274.2
Accumulated depreciation and amortization	<u>(1,868.6)</u>	<u>(1,762.0)</u>
Property and equipment, net	1,514.1	1,512.2
Other assets:		
Goodwill and other intangibles, net	4,244.3	4,259.0
Other	<u>725.7</u>	<u>758.8</u>
Total assets	<u>\$ 24,263.2</u>	<u>\$22,845.9</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 12,456.7	\$11,331.5
Current portion of long-term obligations and other short-term borrowings	341.8	326.7
Other accrued liabilities	<u>1,825.2</u>	<u>1,711.3</u>
Total current liabilities	<u>14,623.7</u>	<u>13,369.5</u>
Long-term obligations, less current portion	2,211.4	2,175.3
Deferred income taxes and other liabilities	1,500.4	1,452.5
Shareholders' equity:		
Preferred Shares, without par value:		
Authorized—0.5 million shares, Issued—none	0.0	0.0
Common Shares, without par value:		
Authorized—755.0 million shares, Issued—363.6 million shares at December 31, 2011 and June 30, 2011	2,900.4	2,898.2
Retained earnings	3,679.8	3,331.4
Common Shares in treasury, at cost: 18.0 million shares and 12.5 million shares at December 31, 2011 and June 30, 2011, respectively	(707.6)	(457.7)
Accumulated other comprehensive income	<u>55.1</u>	<u>76.7</u>
Total shareholders' equity	<u>5,927.7</u>	<u>5,848.6</u>
Total liabilities and shareholders' equity	<u>\$ 24,263.2</u>	<u>\$22,845.9</u>

See notes to condensed consolidated financial statements.

CARDINAL HEALTH, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In millions)

	Six Months Ended December 31,	
	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	\$ 498.8	\$ 510.2
(Earnings)/loss from discontinued operations	2.6	(0.9)
Earnings from continuing operations	501.4	509.3
Adjustments to reconcile earnings from continuing operations to net cash from operations:		
Depreciation and amortization	155.8	141.7
Gain on sale of investment in CareFusion	0.0	(74.8)
Impairments and loss on sale of assets	2.4	3.6
Share-based compensation	41.5	42.4
Provision for bad debts	1.7	7.8
Change in operating assets and liabilities, net of effects from acquisitions:		
Decrease/(increase) in trade receivables	167.1	(108.5)
Increase in inventories	(1,552.6)	(1,600.3)
Increase in accounts payable	1,117.6	1,762.8
Other accrued liabilities and operating items, net	(45.2)	(322.9)
Net cash provided by operating activities—continuing operations	389.7	361.1
Net cash used in operating activities—discontinued operations	0.0	(0.3)
Net cash provided by operating activities	389.7	360.8
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of subsidiaries, net of cash acquired	(7.3)	(2,295.0)
Purchase of held-to-maturity securities and other investments	(10.5)	(141.0)
Additions to property and equipment	(101.3)	(123.3)
Proceeds from sale of investment in CareFusion	0.0	705.9
Proceeds from maturities of held-to-maturity securities	35.0	0.0
Net cash used in investing activities—continuing operations	(84.1)	(1,853.4)
Net cash used in investing activities—discontinued operations	0.0	0.0
Net cash used in investing activities	(84.1)	(1,853.4)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net change in short-term borrowings	4.1	0.0
Reduction of long-term obligations	(1.0)	(9.4)
Proceeds from long-term obligations, net of issuance costs	0.0	494.5
Proceeds from issuance of Common Shares	11.0	10.9
Tax proceeds/(disbursements) from exercises of stock options	0.3	(2.9)
Dividends on Common Shares	(151.6)	(138.0)
Purchase of treasury shares	(300.0)	(269.8)
Net cash provided by/(used in) financing activities—continuing operations	(437.2)	85.3
Net cash used in financing activities—discontinued operations	0.0	0.0
Net cash provided by/(used in) financing activities	(437.2)	85.3
NET DECREASE IN CASH AND EQUIVALENTS	(131.6)	(1,407.3)
CASH AND EQUIVALENTS AT BEGINNING OF PERIOD	1,929.3	2,755.3
CASH AND EQUIVALENTS AT END OF PERIOD	<u>\$ 1,797.7</u>	<u>\$ 1,348.0</u>

See notes to condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation. Our condensed consolidated financial statements include the accounts of all majority-owned and controlled subsidiaries, and all significant intercompany amounts have been eliminated. References to “we”, “our” and similar pronouns in this Quarterly Report on Form 10-Q refer to Cardinal Health, Inc. and its majority-owned and controlled subsidiaries unless the context requires otherwise. The results of businesses acquired or disposed of are included in the condensed consolidated financial statements from the effective date of the acquisition or up to the date of disposal.

Our condensed consolidated financial statements have been prepared in accordance with the U.S. Securities and Exchange Commission (“SEC”) instructions to Quarterly Reports on Form 10-Q and include all of the information and disclosures required by accounting principles generally accepted in the United States (“GAAP”) for interim financial reporting. The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect amounts reported in the condensed consolidated financial statements and accompanying notes. Actual amounts may differ from these estimated amounts. In addition, operating results presented for this fiscal 2012 interim period are not necessarily indicative of the results that may be expected for the full fiscal year ending June 30, 2012.

These condensed consolidated financial statements are unaudited and are presented pursuant to the rules and regulations of the SEC. Accordingly, the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for the quarter ended December 31, 2011 (this “Form 10-Q”) should be read in conjunction with the audited consolidated financial statements and related notes contained in our Annual Report on Form 10-K for the fiscal year ended June 30, 2011, as updated by our Form 8-K/A filed on November 4, 2011 (the “Fiscal 2011 Financial Statements”). In our opinion, all adjustments necessary for a fair presentation of the condensed consolidated financial statements have been included. Except as disclosed elsewhere in this Form 10-Q, all such adjustments are of a normal and recurring nature.

Reclassification. As announced on August 4, 2011, we have changed our definition of segment profit to exclude the amortization of acquisition-related intangible assets and have revised the prior period segment profit disclosures accordingly. These costs also have been reclassified from distribution, selling, general and administrative expenses to acquisition-related costs on the condensed consolidated statements of earnings. All comparative prior period information has been reclassified and there was no impact to operating earnings or net earnings. See Notes 2, 4 and 13 for further information regarding acquisition-related costs and segment profit, respectively.

Spin-Off of CareFusion Corporation. Effective August 31, 2009, we separated our clinical and medical products businesses through a distribution to our shareholders of 81 percent of the then outstanding common stock of CareFusion Corporation (“CareFusion”) and retained the remaining 41.4 million shares of CareFusion common stock (the “Spin-Off”). During fiscal 2010, we disposed of 10.9 million shares of CareFusion common stock. During the three months ended September 30, 2010, we disposed of our remaining 30.5 million shares of CareFusion common stock. While we are a party to a separation agreement and various other agreements relating to the separation, we have determined that we have no significant continuing involvement in the operations of CareFusion. Accordingly, the operating results of CareFusion were presented within discontinued operations for all periods presented through the date of the Spin-Off.

Our Relationship with CareFusion. On July 22, 2009, we entered into a separation agreement with CareFusion to effect the Spin-Off and provide a framework for our relationship with CareFusion after the Spin-Off. In addition, on August 31, 2009, we entered into a transition services agreement, a tax matters agreement and an accounts receivable factoring agreement with CareFusion, among other agreements. These agreements, including the separation agreement, provide for allocation of assets, employees, liabilities, and obligations (including investments, property and employee benefits; and tax-related assets and liabilities) attributable to periods prior to, at and after the Spin-Off and govern certain relationships between CareFusion and us after the Spin-Off. The accounts receivable factoring arrangement expired on April 1, 2011.

Under the transition services agreement, we recognized \$1.4 million and \$34.9 million in transition service fee income during the six months ended December 31, 2011 and 2010, respectively. We recognized \$16.3 million in transition service fee income during the three months ended December 31, 2010. Substantially all of the transition service arrangements expired in fiscal 2011 and early fiscal 2012.

Under the tax matters agreement, CareFusion is obligated to indemnify us for certain tax exposures and transaction taxes prior to the Spin-Off. The indemnification receivable was \$248.9 million and \$263.9 million at December 31, 2011 and June 30, 2011, respectively, and is included in other long-term assets in our condensed consolidated balance sheets.

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Recent Financial Accounting Standards. In January 2010, the Financial Accounting Standards Board (“FASB”) issued amended guidance regarding the disclosure of fair value measurements. This guidance improves the transparency of disclosures regarding the use of fair value measurements in financial statements. We adopted this guidance in fiscal 2010, except for certain disclosure requirements regarding gross changes in Level 3 measurements, which were effective for fiscal years beginning after December 15, 2010. We adopted this guidance in the first quarter of fiscal 2012.

In May 2011, the FASB issued amended accounting guidance related to the accounting and disclosure requirements of fair value measurements. This guidance clarifies the application of existing fair value measurement requirements and expands the disclosure requirements of Level 3 inputs. This guidance will be effective for us beginning in the third quarter of fiscal 2012. We do not expect the adoption of this guidance to have a material impact on our financial position or results of operations.

In June 2011, the FASB issued amended accounting guidance related to the presentation of comprehensive income. This guidance requires that comprehensive income, the components of net income and the components of other comprehensive income be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In December 2011, the FASB deferred the effective date of the specific requirement to present items that are reclassified out of accumulated other comprehensive income to net income alongside their respective components of net income and other comprehensive income. All other provisions of this guidance will be effective for us and applied retrospectively beginning in the first quarter of fiscal 2013. We do not expect the adoption of this guidance to have a material impact on our financial position or results of operations.

In September 2011, the FASB issued amended accounting guidance related to testing goodwill for impairment. This guidance permits a company to assess qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. A company is no longer required to calculate the fair value of a reporting unit unless the company determines, based on the qualitative assessment, that it is more likely than not that its estimated fair value is less than its carrying amount. As permitted under this amendment, we early adopted this guidance in the first quarter of fiscal 2012. We will follow this guidance for any required interim assessments completed during fiscal 2012 and for our annual impairment assessment that will be performed during the fourth quarter of fiscal 2012.

In December 2011, the FASB issued amended accounting guidance related to the disclosures about financial instruments and related arrangements that have been offset in the statements of financial position. Companies will be required to provide both net (offset amounts) and gross information in the notes to the financial statements for relevant assets and liabilities that are offset. This guidance will be effective for us and applied retrospectively in the first quarter of fiscal 2014. We do not expect the adoption of this guidance to have a material impact on our financial position or results of operations.

2. ACQUISITIONS

Fiscal 2012

We did not complete any acquisitions that were significant, individually or in the aggregate, during the six months ended December 31, 2011.

Fiscal 2011

We completed several acquisitions during fiscal 2011, the most significant of which are described in more detail below. We also completed other acquisitions during this period that were not significant, individually or in the aggregate. The condensed consolidated financial statements include the results of operations for these business combinations from the date of acquisition. The fair value measurements of assets acquired and liabilities assumed as of the acquisition dates are complete. See Note 2 to the consolidated financial statements in our Fiscal 2011 Financial Statements for a summary of the fair values of the assets acquired and liabilities assumed as of the acquisition dates for these three acquisitions.

Kinray. On December 21, 2010, we completed the acquisition of privately held Kinray, Inc. (“Kinray”) for \$1.3 billion in an all-cash transaction. Kinray is a wholesale pharmaceutical distribution company which serves retail independent pharmacies primarily in the New York metropolitan area.

Cardinal Health China (formerly known as Yong Yu). On November 29, 2010, we completed the acquisition of what is now our Cardinal Health China subsidiary for \$457.7 million, including the assumption of \$57.4 million in debt. Cardinal Health China is a healthcare distribution business headquartered in Shanghai, China.

P4 Healthcare. On July 15, 2010, we completed the acquisition of privately held Healthcare Solutions Holding, LLC (“P4 Healthcare”) for \$506.1 million in cash and certain contingent consideration. P4 Healthcare serves key participants across the chain of specialty care, including physicians, pharmaceutical companies and payors by providing essential tools, services and data to help improve the quality of patient outcomes and increase efficiency in the delivery of healthcare services.

In accordance with the acquisition agreement, as amended on July 13, 2011, the former owners of P4 Healthcare have the right to receive certain contingent payments based on targeted earnings before interest, taxes, depreciation, and amortization (“EBITDA”). The contingent consideration is to be earned over four measurement periods, which end in fiscal 2014, and each measurement period has specific targets and payout amounts. The contingent consideration payout is limited to \$100.0 million. After completion of the first measurement period, in fiscal 2011, we paid \$10.2 million in accordance with the agreement. See Note 9 for an explanation of the fair value measurement for the contingent

consideration obligation.

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Acquisition-Related Costs

We classify costs incurred in connection with acquisitions as acquisition-related costs in our condensed consolidated statements of earnings. These costs consist primarily of transaction costs, integration costs, changes in the fair value of contingent payments and amortization of acquisition-related intangible assets. Transaction costs are incurred during the initial evaluation of a potential targeted acquisition and primarily relate to costs to analyze, negotiate and consummate the transaction as well as due diligence activities. Integration costs relate to activities needed to combine the operations of an acquired enterprise into our operations. We record changes in the fair value of contingent payments relating to acquisitions as income or expense in our acquisition-related costs. See Note 4 for additional information regarding amortization of acquisition-related intangible assets.

3. RESTRUCTURING AND EMPLOYEE SEVERANCE

We consider restructuring activities to be programs whereby we fundamentally change our operations such as closing and consolidating certain manufacturing and distribution facilities, moving manufacturing of a product to another location, outsourcing the production of a product, rationalizing headcount, and realigning operations. Restructuring activities may also involve substantial realignment of the management structure of a business unit in response to changing market conditions. A liability for a cost associated with an exit or disposal activity is recognized and measured initially at its fair value in the period in which it is incurred except for a liability for a one-time termination benefit, which is recognized over its future service period.

The following table summarizes our restructuring and employee severance costs during the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Employee related costs (1)	\$ 1.4	\$ 1.0	\$ 4.1	\$ 0.8
Facility exit and other costs (2)	0.3	1.6	1.0	3.6
Total restructuring and employee severance (3)	<u>\$ 1.7</u>	<u>\$ 2.6</u>	<u>\$ 5.1</u>	<u>\$ 4.4</u>

- (1) Employee-related costs primarily consist of one-time termination benefits provided to employees who have been involuntarily terminated and duplicate payroll costs during transition periods.
- (2) Facility exit and other costs consist of accelerated depreciation, equipment relocation costs, project consulting fees and costs associated with restructuring our delivery of information technology infrastructure services.
- (3) We incurred restructuring expenses related to the Spin-Off of \$0.4 million and \$2.0 million for the six months ended December 31, 2011 and 2010, respectively, and \$1.1 million for the three months ended December 31, 2010.

Restructuring and Employee Severance Accrual Rollforward

The following table summarizes activities related to liabilities associated with our restructuring and employee severance activities during the six months ended December 31, 2011:

(in millions)	Employee Related Costs	Facility Exit and Other Costs	Total
Balance at June 30, 2011	\$ 6.0	\$ 4.6	\$10.6
Additions	2.9	0.0	2.9
Payments and other adjustments	(5.5)	(1.2)	(6.7)
Balance at December 31, 2011	<u>\$ 3.4</u>	<u>\$ 3.4</u>	<u>\$ 6.8</u>

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4. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The following table summarizes the changes in the carrying amount of goodwill, in total and by segment, for the six months ended December 31, 2011:

(in millions)	Pharmaceutical	Medical	Total
Balance at June 30, 2011	\$ 2,852.7	\$992.9	\$3,845.6
Goodwill acquired, net of purchase price adjustments	16.0	0.0	16.0
Foreign currency translation adjustments and other	6.9	(2.0)	4.9
Balance at December 31, 2011	<u>\$ 2,875.6</u>	<u>\$990.9</u>	<u>\$3,866.5</u>

Other Intangible Assets

Intangible assets with definite lives are amortized over their useful lives, which range from two to twenty years. The detail of other intangible assets by class as of December 31, 2011 and June 30, 2011 is as follows:

(in millions)	December 31, 2011			June 30, 2011		
	Gross Intangible	Accumulated Amortization	Net Intangible	Gross Intangible	Accumulated Amortization	Net Intangible
Indefinite life intangibles:						
Trademarks	\$ 26.9	\$ 0.0	\$ 26.9	\$ 26.5	\$ 0.0	\$ 26.5
Total indefinite life intangibles	26.9	0.0	26.9	26.5	0.0	26.5
Definite life intangibles:						
Trademarks and patents	43.7	30.5	13.2	43.4	25.2	18.2
Non-compete agreements	14.2	6.6	7.6	14.0	5.4	8.6
Customer relationships	393.9	115.9	278.0	392.7	89.2	303.5
Other	86.4	34.3	52.1	86.5	29.9	56.6
Total definite life intangibles	<u>538.2</u>	<u>187.3</u>	<u>350.9</u>	<u>536.6</u>	<u>149.7</u>	<u>386.9</u>
Total intangibles	<u>\$ 565.1</u>	<u>\$ 187.3</u>	<u>\$ 377.8</u>	<u>\$ 563.1</u>	<u>\$ 149.7</u>	<u>\$ 413.4</u>

The following table summarizes amortization of intangible assets for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Amortization of acquisition-related intangible assets	\$ 18.7	\$ 15.1	\$ 37.6	\$ 25.5
Amortization of other intangible assets	0.0	0.2	0.0	0.3
Total amortization of intangible assets	<u>\$ 18.7</u>	<u>\$ 15.3</u>	<u>\$ 37.6</u>	<u>\$ 25.8</u>

Amortization of intangible assets for the remainder of fiscal 2012 and the next four fiscal years is estimated to be:

(in millions)	2012	2013	2014	2015	2016
Amortization of intangible assets	\$37.0	\$65.3	\$57.1	\$41.8	\$34.6

5. HELD-TO-MATURITY INVESTMENTS

We have investments in fixed income corporate debt securities, which are classified as held-to-maturity as we have the intent and ability to hold these investments until maturity. These investments are held at amortized cost, which approximates fair value. The investments that we currently hold vary in maturity date, ranging from two to ten months, and pay interest semi-annually. The following table summarizes the balance of these investments as of December 31, 2011 and June 30, 2011:

(in millions)	December 31,	June 30,
	2011	2011
Current portion of held-to-maturity investments (1)	\$ 104.6	\$ 93.2
Long-term portion of held-to-maturity investments (2)	0.0	48.8
Total held-to-maturity investments	<u>\$ 104.6</u>	<u>\$142.0</u>

(1) Included in prepaid expenses and other in our condensed consolidated balance sheets.

(2) Included in other long-term assets in our condensed consolidated balance sheets.

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6. INCOME TAXES

Fluctuations in our effective tax rate are due to changes within international and U.S. state effective tax rates resulting from our business mix and the impact of restructuring and employee severance, acquisition-related costs, litigation (recoveries)/charges, net, impairment charges, and other discrete items. The following table summarizes the provision for income taxes as a percentage of pretax earnings from continuing operations (“effective tax rate”) for the three and six months ended December 31, 2011 and 2010:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2011 (1)	2010 (2)	2011 (1)	2010 (2)(3)
Effective tax rate	37.9%	34.4%	38.1%	32.3%

- (1) During the three and six months ended December 31, 2011, the effective tax rate was impacted by net unfavorable discrete items of \$4.8 million and \$8.4 million, or 1.1 percentage points and 1.0 percentage point, respectively. The discrete items included unfavorable amounts related to remeasuring certain unrecognized tax benefits, partially offset by the favorable impact of settling certain state tax matters.
- (2) During the three and six months ended December 31, 2010, the effective tax rate was favorably impacted by net discrete items of \$16.9 million and \$19.6 million, or 5.2 percentage points and 2.6 percentage points, respectively, primarily attributable to the release of reserves due to the settlement of certain state tax matters and the release of a deferred tax valuation allowance related to net operating loss carryforwards.
- (3) During the six months ended December 31, 2010, the effective tax rate was favorably impacted by \$28.0 million, or 3.7 percentage points, attributable to recognizing no income tax expense on the sale of CareFusion stock due to the release of a previously established deferred tax valuation allowance.

A tax benefit from an uncertain tax position is recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. The amount recognized is measured as the largest amount of tax benefit that is greater than 50 percent likely of being realized upon settlement.

The following table summarizes the balance of unrecognized tax benefits and the amount of interest and penalties as of December 31, 2011 and June 30, 2011:

(in millions)	December 31,	June 30,
	2011	2011
Unrecognized tax benefits (1) (2)	\$ 732.8	\$746.8
Portion that, if recognized, would reduce tax expense and effective tax rate	329.8	332.4
Accrued penalties and interest (3)	267.1	267.2

- (1) The full amount of unrecognized tax benefits is included in deferred income taxes and other liabilities in the condensed consolidated balance sheets.
- (2) It is reasonably possible that there could be a change in the amount of unrecognized tax benefits within the next 12 months due to activities of the Internal Revenue Service (the “IRS”) or other taxing authorities, including proposed assessments of additional tax, possible settlement of audit issues (primarily IRS audits for fiscal years 2001 through 2005), reassessment of existing unrecognized tax benefits, or the expiration of applicable statutes of limitations. We estimate that the range of the possible change in unrecognized tax benefits within the next 12 months may be a net decrease of approximately zero to \$335.0 million, exclusive of penalties and interest.
- (3) Balances are gross amounts before any tax benefits and are included in deferred income taxes and other liabilities in the condensed consolidated balance sheets.

We file income tax returns in the U.S. federal jurisdiction, various U.S. state jurisdictions and various foreign jurisdictions. With few exceptions, we are subject to audit by taxing authorities for fiscal 2001 through the current fiscal year.

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The IRS is currently conducting audits of fiscal years 2001 through 2010. We have received proposed adjustments from the IRS for fiscal years 2003 through 2007 related to our transfer pricing arrangements between foreign and domestic subsidiaries and the transfer of intellectual property among subsidiaries of an acquired entity prior to its acquisition by us. The IRS proposed additional taxes of \$849.0 million, excluding penalties and interest. If this tax ultimately must be paid, CareFusion is liable under the tax matters agreement for \$591.5 million of the total amount. We disagree with these proposed adjustments, which we are contesting, and we have reserved for the uncertain tax positions related to them.

7. CONTINGENT LIABILITIES AND LITIGATION

Legal Proceedings

We become involved from time-to-time in litigation and regulatory matters incidental to our business, including governmental investigations and enforcement actions, personal injury claims, employment matters, commercial disputes, intellectual property matters, disputes regarding environmental clean-up costs, litigation in connection with acquisitions and divestitures, and other matters arising out of the normal conduct of our business. We intend to vigorously defend ourselves in such litigation. Except as otherwise disclosed in this Form 10-Q, we do not believe that the outcome of any pending litigation will have a material adverse effect on the financial position or results of operations.

On February 3, 2012, the U.S. Drug Enforcement Administration (“DEA”) suspended our Lakeland, Florida distribution center’s license to distribute controlled substances. In the order, the DEA asserted that we have failed to maintain required controls against the diversion of controlled substances. We do not believe that the DEA order is warranted, because we believe we have implemented the required compliance program. On February 3, 2012, we filed a complaint and motion for a temporary restraining order in federal district court to enjoin the suspension of the Lakeland facility’s license. The court granted the temporary restraining order restoring the DEA license on February 3, 2012 and scheduled a hearing on a preliminary injunction for February 13, 2012. If the court subsequently upholds the DEA suspension of the Lakeland facility’s license, the suspension will adversely affect our ability to serve our customers and will result in incremental expenses.

Occasionally, we may suspect that products we manufacture, market or distribute do not meet product specifications, published standards or regulatory requirements. In such circumstances, we investigate and take appropriate corrective action. Such actions can lead to product recalls, costs to repair or replace affected products, temporary interruptions in product sales, and action by regulators.

We accrue for contingencies related to litigation and regulatory matters. We accrue an estimated loss contingency in our consolidated financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Because litigation is inherently unpredictable and unfavorable developments or resolutions can occur, assessing contingencies is highly subjective and requires judgments about future events. We regularly review contingencies to determine whether our accruals and related disclosures are adequate. The amount of ultimate loss may differ from these estimates.

We recognize income from the favorable outcome of litigation when we receive the associated cash or assets.

We recognize estimated loss contingencies for litigation and regulatory matters and income from favorable resolution of litigation in litigation (recoveries)/charges, net in our condensed consolidated statements of earnings.

Income Taxes

See Note 6 in this Form 10-Q and Note 9 to the consolidated financial statements in our Fiscal 2011 Financial Statements for discussion of contingencies related to our income taxes.

8. FINANCIAL INSTRUMENTS

We utilize derivative financial instruments to manage exposure to certain risks related to our ongoing operations. The primary risks managed through the use of derivative instruments include interest rate risk, currency exchange risk and commodity price risk. We do not use derivative instruments for trading or speculative purposes. While the majority of our derivative instruments are designated as hedging instruments, we also enter into derivative instruments that are designed to hedge a risk, but are not designated as hedging instruments. These derivative instruments are adjusted to current fair value through earnings at the end of each period. Our derivative and hedging programs are consistent with those described in our Fiscal 2011 Financial Statements.

In August 2011, we terminated \$640.0 million (notional amount) of pay-floating interest rate swaps and received net settlement proceeds of \$33.7 million. These swaps were previously designated as fair value hedges. There was no immediate impact to the statements of earnings; however, the fair value adjustment to debt is being amortized over the life of the underlying debt as a reduction to interest expense, net in our condensed consolidated statements of earnings.

In December 2011, we entered into pay-floating interest rate swaps with a total notional amount of \$200.0 million. These swaps have been designated as fair value hedges of our fixed rate debt and are included in prepaid expenses and other assets in our condensed consolidated balance sheets as of December 31, 2011.

9. FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received upon selling an asset or the price paid to transfer a liability on the measurement date. It focuses on the exit price in the principal or most advantageous market for the asset or liability in an orderly transaction between willing market participants. A three-tier fair value hierarchy is established as a basis for considering such assumptions and for inputs used in the valuation methodologies in measuring fair value. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair values are as follows:

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- Level 1 – Observable prices in active markets for identical assets and liabilities.
- Level 2 – Observable inputs other than quoted prices in active markets for identical assets and liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets and liabilities.

Recurring Fair Value Measurements

The following table presents the fair values for those assets and (liabilities) measured on a recurring basis as of December 31, 2011:

(in millions)	Fair Value Measurements			
	Level 1	Level 2	Level 3	Total
Cash Equivalents (1)	\$500.0	\$ 0.0	\$ 0.0	\$500.0
Forward Contracts (2)	0.0	34.8	0.0	34.8
Other Investments (3)	73.0	0.0	0.0	73.0
Contingent Consideration Obligation (4)	0.0	0.0	(76.9)	(76.9)
Total	\$573.0	\$34.8	\$(76.9)	\$530.9

The following table presents the fair values for those assets and (liabilities) measured on a recurring basis as of June 30, 2011:

(in millions)	Fair Value Measurements			
	Level 1	Level 2	Level 3	Total
Cash Equivalents (1)	\$1,065.6	\$ 0.0	\$ 0.0	\$1,065.6
Forward Contracts (2)	0.0	32.1	0.0	32.1
Other Investments (3)	79.7	0.0	0.0	79.7
Contingent Consideration Obligation (4)	0.0	0.0	(75.4)	(75.4)
Total	\$1,145.3	\$32.1	\$(75.4)	\$1,102.0

- (1) Cash equivalents are comprised of highly liquid investments purchased with a maturity of three months or less. The carrying value of these cash equivalents approximates fair value due to their short-term maturities.
- (2) The fair value of foreign currency contracts, commodity contracts and interest rate swaps is determined based on the present value of expected future cash flows considering the risks involved, including non-performance risk, and using discount rates appropriate for the respective maturities. Observable Level 2 inputs are used to determine the present value of expected future cash flows.
- (3) The other investments balance includes investments in mutual funds, which are used to offset fluctuations in deferred compensation liabilities. These mutual funds primarily invest in the equity securities of companies with large market capitalization and high quality fixed income debt securities. The fair value of these investments is determined using quoted market prices.
- (4) The contingent consideration obligation was incurred in connection with the acquisition of P4 Healthcare. The fair value of the contingent consideration obligation is determined based on a probability-weighted income approach derived from EBITDA estimates and probability assessments with respect to the likelihood of achieving the various EBITDA targets. The fair value measurement is based on significant inputs unobservable in the market and thus represents a Level 3 measurement. At each reporting date, we revalue the contingent consideration obligation to estimated fair value. Changes in the fair value of the contingent consideration obligation may result from changes in the terms of the contingent payments, changes in discount periods and rates, changes in the timing and amount of EBITDA estimates, and changes in probability assumptions with respect to the timing and likelihood of achieving the EBITDA targets. Actual progress toward achieving the EBITDA targets for the remaining measurement periods may be different than our expectations of performance in future measurement periods. Failure to meet current expectations of progress could increase the probability of not achieving the targets within the measurement periods and result in a material reduction in the fair value of the contingent consideration obligation. See Note 2 for additional information regarding the contingent consideration obligation related to the P4 Healthcare acquisition.

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The following table presents a reconciliation of those liabilities measured at fair value on a recurring basis using unobservable inputs (Level 3):

(in millions)	Contingent Consideration
	Obligation
Carrying value at June 30, 2011	\$ 75.4
Net expense reported in earnings (1)	1.5
Carrying value at December 31, 2011	<u>\$ 76.9</u>

- (1) Reflects changes in our estimate of performance in future measurement periods and is included in acquisition-related costs in our condensed consolidated statements of earnings.

10. EARNINGS PER SHARE

Basic earnings per share ("EPS") is computed by dividing net earnings (the numerator) by the weighted average number of Common Shares outstanding during each period (the denominator). Diluted EPS is similar to the computation for Basic EPS, except that the denominator is increased by the dilutive effect of vested and nonvested stock options, restricted shares and restricted share units computed using the treasury stock method. The total number of Common Shares issued, less the Common Shares held in treasury, is used to determine the Common Shares outstanding.

The following table reconciles the number of Common Shares used to compute Basic EPS and Diluted EPS for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Weighted-average Common Shares—basic	345.0	347.6	344.9	348.2
Effect of dilutive securities:				
Employee stock options, restricted shares and restricted share units	3.8	3.1	4.2	3.1
Weighted-average Common Shares—diluted	<u>348.8</u>	<u>350.7</u>	<u>349.1</u>	<u>351.3</u>

The following table presents the number of potentially dilutive securities that were anti-dilutive for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Anti-dilutive securities	10.1	15.6	10.0	14.9

11. SHAREHOLDERS' EQUITY

During the three months ended September 30, 2011, we repurchased 6.7 million Common Shares having an aggregate cost of approximately \$300.0 million. These repurchases were made pursuant to the \$750.0 million share repurchase program approved by our board of directors on November 3, 2010. We funded the repurchases with available cash. The average price paid per common share for all Common Shares repurchased during the three months ended September 30, 2011 was \$44.89.

12. COMPREHENSIVE INCOME

The following table is a summary of comprehensive income for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Net earnings	\$ 262.0	\$ 215.4	\$498.8	\$510.2
Foreign currency translation adjustments	(4.5)	2.5	(19.7)	33.2
Net unrealized loss on derivative instruments, net of tax	(0.4)	(0.3)	(1.9)	(2.6)
Reclassification of unrealized loss upon realization from sale of remaining investment in CareFusion, net of tax (1)	0.0	0.0	0.0	(61.2)
Total comprehensive income	<u>\$ 257.1</u>	<u>\$ 217.6</u>	<u>\$477.2</u>	<u>\$479.6</u>

- (1) We sold our remaining investment in CareFusion common stock and reclassified the net unrealized gain out of accumulated other comprehensive income during the three months ended September 30, 2010.

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13. SEGMENT INFORMATION

Our operations are principally managed on a products and services basis and are comprised of two reportable segments: Pharmaceutical and Medical. The factors for determining the reportable segments include the manner in which management evaluates our performance combined with the nature of the individual business activities. The accounting policies of the segments are the same as those described in Note 1.

Effective the first quarter of fiscal 2012, we began reporting the operating results of certain non-U.S. operations, including portions of our Cardinal Health China and Cardinal Health Puerto Rico subsidiaries, in the Medical segment to better align reported results with the nature of the services provided. Prior period financial results have not been adjusted because the change in reporting was not significant to previously reported segment results.

The following table includes revenue for each reportable segment and reconciling items necessary to agree to amounts reported in the condensed consolidated financial statements for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Segment revenue:				
Pharmaceutical	\$24,665.2	\$23,167.8	\$49,082.9	\$45,440.6
Medical	2,416.1	2,208.8	4,796.1	4,378.2
Total segment revenue	27,081.3	25,376.6	53,879.0	49,818.8
Corporate	(3.3)	(4.8)	(9.0)	(9.5)
Total consolidated revenue	<u>\$27,078.0</u>	<u>\$25,371.8</u>	<u>\$53,870.0</u>	<u>\$49,809.3</u>

We evaluate the performance of the segments based upon segment profit, among other measures. Segment profit is segment revenue, less segment cost of products sold, less segment distribution, selling, general and administrative expense ("SG&A"). Segment SG&A expenses include share-based compensation expense as well as allocated corporate expenses for shared functions, including corporate management, corporate finance, financial shared services, human resources, information technology, legal, compliance and an integrated hospital sales organization. Corporate expenses are allocated to the segments based upon headcount, level of benefit provided and ratable allocation. Information about interest income and expense and income taxes is not provided at the segment level.

In addition, restructuring and employee severance, acquisition-related costs, impairments and loss on sale of assets, litigation (recoveries)/charges, net, and certain investment and other spending are not allocated to the segments. See Notes 2, 3 and 7, respectively, for further discussion of our acquisition-related costs, restructuring and employee severance and litigation (recoveries)/charges, net and Note 1 for a discussion of the reclassification of amortization of acquisition-related intangible assets. Investment spending generally includes the first year spend for certain projects that require incremental strategic investments in the form of additional operating expenses. We encourage our segments to identify investment projects that will promote innovation and provide future returns. As approval decisions for such projects are dependent upon executive management, the expenses for such projects are retained at Corporate. Investment spending within Corporate was \$2.9 million and \$2.7 million for the three months ended December 31, 2011 and 2010, respectively, and \$9.8 million and \$3.4 million for the six months ended December 31, 2011 and 2010, respectively. Spin-Off costs included in SG&A are not allocated to our segments. Spin-Off costs included in SG&A were \$0.8 million and \$5.1 million for the three months ended December 31, 2011 and 2010, respectively, and \$1.3 million and \$6.7 million for the six months ended December 31, 2011 and 2010, respectively.

The following table includes segment profit by reportable segment and reconciling items necessary to agree to amounts reported in the condensed consolidated financial statements for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Segment profit:				
Pharmaceutical	\$ 394.2	\$ 303.7	\$757.5	\$609.9
Medical	84.5	103.1	163.5	186.6
Total segment profit	478.7	406.8	921.0	796.5
Corporate	(29.4)	(62.9)	(59.4)	(88.7)
Total consolidated operating earnings	<u>\$ 449.3</u>	<u>\$ 343.9</u>	<u>\$861.6</u>	<u>\$707.8</u>

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14. SHARE-BASED COMPENSATION

Share-Based Compensation Plans

We maintain stock incentive plans (collectively, the “Plans”) for the benefit of certain of our officers, directors and employees. Employee options granted under the Plans generally vest in equal annual installments over three years and are exercisable for periods ranging from seven to ten years from the date of grant. All employee stock options granted under the Plans are exercisable at a price equal to the fair market value of the Common Shares underlying the option at the date of grant. Employee restricted shares and restricted share units granted under the Plans generally vest in equal installments over three years. Beginning in fiscal 2012, performance share units were granted under the Plans, which represent shares potentially issuable in the future. Restricted shares, restricted share units and performance share units accrue dividends or cash equivalents that are payable upon vesting of the awards.

The compensation expense recognized for all share-based compensation awards is net of estimated forfeitures and is recognized using the straight-line method over the applicable service period. We classify share-based compensation within SG&A expenses to correspond with the same line item as the majority of the cash compensation paid to employees.

The following table provides total share-based compensation expense by type of award for the three and six months ended December 31, 2011 and 2010:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Restricted share and share unit expense	\$ 14.1	\$ 13.6	\$ 27.0	\$ 27.1
Employee stock option expense	6.1	6.9	12.5	14.6
Performance share unit expense	1.6	0.0	2.6	0.0
Stock appreciation right (income)/expense	(0.1)	0.5	(0.6)	0.7
Total share-based compensation (1)	<u>\$ 21.7</u>	<u>\$ 21.0</u>	<u>\$ 41.5</u>	<u>\$ 42.4</u>

- (1) The tax benefit related to share-based compensation expense was \$7.9 million and \$7.7 million for the three months ended December 31, 2011 and 2010, respectively, and \$15.1 million and \$15.4 million for the six months ended December 31, 2011 and 2010, respectively.

Stock Options

The fair values of the stock options granted to our employees and directors were estimated on the date of grant using a lattice valuation model. We believe the lattice model provides reasonable estimates because it has the ability to take into account individual exercise patterns based on changes in our stock price and other variables and it provides for a range of input assumptions.

The following table summarizes all stock option transactions under the Plans from June 30, 2011 through December 31, 2011:

(in millions, except per share amounts)	Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual	Aggregate
		per Common Share	Life in Years	Intrinsic Value
Balance at June 30, 2011	23.1	\$ 37.02	3.6	\$ 217.0
Granted	2.3	45.63		
Exercised	(1.0)	31.18		
Canceled and forfeited	(1.6)	47.74		
Balance at December 31, 2011	<u>22.8</u>	\$ 37.39	3.9	\$ 132.6
Exercisable at December 31, 2011	16.3	\$ 38.27	2.8	\$ 85.7

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Restricted Shares and Restricted Share Units

The fair value of restricted shares and restricted share units is determined by the grant date market price of our Common Shares.

The following table summarizes all transactions related to restricted shares and restricted share units under the Plans from June 30, 2011 through December 31, 2011:

(in millions, except per share amounts)	Restricted Share	Weighted Average Grant Date Fair Value
	and Restricted Share Units	Per Share
Nonvested at June 30, 2011	3.6	\$ 31.31
Granted	1.6	41.68
Vested	(1.6)	32.47
Canceled and forfeited	(0.1)	34.54
Nonvested at December 31, 2011	3.5	\$ 35.37

Performance Share Units

Performance share units vest based on the achievement of target compound annual non-GAAP EPS growth rate and dividend yield, and generally vest over two-year and three-year performance periods. Based on the extent to which the targets are achieved, vested shares may range from 0 percent to 200 percent of the target award amount. The fair value of performance share units is determined by the grant date market price of our Common Shares. The compensation expense associated with nonvested performance share units is dependent on our periodic assessment of the probability of the targets being achieved and our estimate of the number of shares that will ultimately be issued.

The following table summarizes information related to performance share units under the Plans based on target award amounts from June 30, 2011 through December 31, 2011:

(in millions, except per share amounts)	Performance	Weighted Average Grant Date Fair Value
	Share Units	Per Share
Nonvested at June 30, 2011	0.0	\$ 0.00
Granted	0.4	42.65
Vested	0.0	0.00
Canceled and forfeited	0.0	0.00
Nonvested at December 31, 2011 (1)	0.4	\$ 42.65

(1) The outstanding nonvested performance share units as of December 31, 2011, at the maximum award level was 0.8 million.

Adjustments to Stock Incentive Plans

In connection with the Spin-Off, on August 31, 2009, we adjusted share-based compensation awards granted under the Plans into awards based on our Common Shares and/or CareFusion common stock, as applicable. For purposes of the vesting of these equity awards, continued employment or service with us or with CareFusion is treated as continued employment for purposes of both our and CareFusion's equity awards. See Note 17 to the consolidated financial statements in the Annual Report on Form 10-K for fiscal 2010 for an explanation of these adjustments.

The following table summarizes the share-based compensation awards outstanding as of December 31, 2011:

(in millions)	Stock Options	
	Our Awards	CareFusion Awards
Held by our employees and former employees	21.6	5.1
Held by CareFusion employees	1.2	
Total	22.8	

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Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations

The discussion and analysis presented below is concerned with material changes in financial condition and results of operations for our condensed consolidated balance sheets as of December 31, 2011 and June 30, 2011 and for the condensed consolidated statements of earnings for the three and six months ended December 31, 2011 and 2010. This discussion and analysis should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Fiscal 2011 Financial Statements.

Portions of this Form 10-Q (including information incorporated by reference) include "forward-looking statements." The words "believe," "expect," "anticipate," "project," and similar expressions, among others, generally identify "forward-looking statements," which speak only as of the date the statements were made. The matters discussed in these forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those made, projected or implied in the forward-looking statements. The most significant of these risks, uncertainties and other factors are described in Exhibit 99.1 to this Form 10-Q and in Part 1, Item 1A of our Annual Report on Form 10-K for the fiscal year ended June 30, 2011 (the "2011 Form 10-K"). Except to the extent required by applicable law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

Overview

We are a healthcare services company providing pharmaceutical and medical products and services that help pharmacies, hospitals, surgery centers, physician offices and other healthcare providers focus on patient care while reducing costs, enhancing efficiency and improving quality. We report our financial results in two segments: Pharmaceutical and Medical.

Revenue for the three and six months ended December 31, 2011 was \$27.1 billion and \$53.9 billion, up 7 percent and 8 percent, respectively, from the prior year periods, due to the contribution from acquisitions (\$1.0 billion and \$2.4 billion, respectively) and growth from existing customers (\$526 million and \$1.5 billion, respectively). Operating earnings increased 31 percent to \$449 million and 22 percent to \$862 million for the three and six months ended December 31, 2011, respectively. The increase in operating earnings was primarily attributable to the strong performance of generic programs, increased margin under manufacturer agreements and acquisitions in our Pharmaceutical segment. Earnings from continuing operations were up 23 percent for the three months ended December 31, 2011 due to the factors discussed above. Earnings from continuing operations for the six months ended December 31, 2011 were also positively impacted by the factors discussed above, but were down 2 percent due to the \$75 million gain on the sale of our investment in CareFusion during the three months ended September 30, 2011.

Our cash and equivalents balance was \$1.8 billion as of December 31, 2011, compared to \$1.9 billion as of June 30, 2011. The decrease was primarily attributable to share repurchases of \$300 million, cash dividends of \$152 million and capital expenditures of \$101 million, offset by net cash provided by operating activities of \$390 million.

Acquisitions

We did not complete any acquisitions that were significant, individually or in the aggregate, during the six months ended December 31, 2011. In November and December 2010, we acquired Cardinal Health China (formerly known as Yong Yu) and Kinray, respectively. Acquisitions increased revenues by \$1.0 billion and \$2.4 billion, and operating earnings by \$41 million and \$75 million, for the three and six months ended December 31, 2011, respectively.

See Note 2 of the "Notes to Condensed Consolidated Financial Statements" for more information on acquisitions.

Spin-Off of CareFusion Corporation

Effective August 31, 2009, we separated our clinical and medical products business through the distribution to our shareholders of 81 percent of the then outstanding common stock of CareFusion and retained the remaining 41.4 million shares of CareFusion common stock. During fiscal 2010, we disposed of 10.9 million shares of CareFusion common stock. During the three months ended September 30, 2010, we disposed of the remaining 30.5 million shares of CareFusion common stock for \$706 million, which resulted in a realized gain of \$75 million.

On July 22, 2009, we entered into a separation agreement with CareFusion to effect the Spin-Off and provide a framework for our relationship with CareFusion after the Spin-Off. In addition, on August 31, 2009, we entered into a transition services agreement, a tax matters agreement and an accounts receivable factoring agreement with CareFusion, among other agreements. The accounts receivable factoring arrangement expired on April 1, 2011.

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Under the transition services agreement, we recognized \$1 million and \$35 million in transition service fee income during the six months ended December 31, 2011 and 2010, respectively. We recognized \$16 million in transition service fee income during the three months ended December 31, 2010. Substantially all of the transition service arrangements expired in fiscal 2011 and early fiscal 2012.

Under the tax matters agreement, CareFusion is obligated to indemnify us for certain tax exposures and transaction taxes prior to the Spin-Off. The indemnification receivable was \$249 million and \$264 million at December 31, 2011 and June 30, 2011, respectively, and is included in other long-term assets in our condensed consolidated balance sheets.

Results of Operations

Revenue

(in millions, except growth rates)	Three Months Ended December 31,			Six Months Ended December 31,		
	Change	2011	2010	Change	2011	2010
Pharmaceutical	6%	\$24,665.2	\$23,167.8	8%	\$49,082.9	\$45,440.6
Medical	9%	2,416.1	2,208.8	10%	4,796.1	4,378.2
Total segment revenue	7%	27,081.3	25,376.6	8%	53,879.0	49,818.8
Corporate	N.M.	(3.3)	(4.8)	N.M.	(9.0)	(9.5)
Consolidated revenue	7%	\$27,078.0	\$25,371.8	8%	\$53,870.0	\$49,809.3

Pharmaceutical segment

Revenue for the three and six months ended December 31, 2011 compared to the prior year periods was positively impacted by acquisitions (\$1.0 billion and \$2.3 billion, respectively) and increased sales to existing customers (\$422 million and \$1.3 billion, respectively). Revenue from non-bulk sales increased 16 percent due to the above factors for the six months ended December 31, 2011.

Medical segment

Revenue for the three and six months ended December 31, 2011 compared to the prior year periods was positively impacted by increased volume from existing customers (\$104 million and \$204 million, respectively) and the effect of the transition during the fourth quarter of fiscal 2011 of our relationship with CareFusion from a fee-for-service arrangement to a traditional distribution model (\$44 million and \$88 million, respectively). This transition had minimal impact on Medical segment profit.

Cost of Products Sold

Consistent with the increases in revenue, during the three and six months ended December 31, 2011, cost of products sold increased \$1.6 billion (7 percent) and \$3.8 billion (8 percent), respectively, compared to the prior year periods. See the gross margin discussion below for additional drivers impacting cost of sales.

Gross Margin

(in millions, except growth rates)	Three Months Ended December 31,			Six Months Ended December 31,		
	Change	2011	2010	Change	2011	2010
Gross margin	12%	\$1,113.9	\$994.2	12%	\$2,198.3	\$1,956.4

Pharmaceutical segment

Gross margin increased \$123 million and \$232 million for the three and six months ended December 31, 2011, respectively, compared to the prior year period primarily as a result of the factors listed below.

- Strong performance in our generic pharmaceutical programs increased gross margin by \$82 million and \$114 million, respectively.
- Acquisitions positively impacted gross margin by \$58 million and \$122 million, respectively.
- Increased margin under branded and generic manufacturer agreements (exclusive of related volume impact) had a positive impact on gross margin of \$43 million for the three months ended December 31, 2011. We benefited from price appreciation on a few specific generic pharmaceutical products.
- Favorable resolution of certain manufacturer-related disputes arising from third-party product returns had a \$17 million positive impact on gross margin during the three months ended September 30, 2011.
- Customer pricing changes, including rebates (exclusive of the related volume impact), adversely impacted gross margin by \$50 million and \$85 million, respectively. The adverse impact of these customer pricing changes was partially offset by product mix, sourcing programs and other sources of margin.

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Medical segment

Gross margin increased \$12 million for the six months ended December 31, 2011, primarily as a result of the factors listed below. There was no meaningful change in gross margin for the three months ended December 31, 2011.

- Favorable product sales mix and increased sales volume resulted in a \$32 million and \$66 million favorable impact to gross margin, for the three and six months ended December 31, 2011, respectively.
- Increased cost of oil-based resins, cotton, latex, and other commodities used in our self-manufactured and private brand products decreased gross margin by \$23 million and \$41 million, for the three and six months ended December 31, 2011, respectively.
- The previously-disclosed Presource[®] procedure kit import matter decreased gross margin by \$13 million during the six months ended December 31, 2011.

Distribution, Selling, General and Administrative Expenses (“SG&A”)

(in millions, except growth rates)	Three Months Ended December 31,			Six Months Ended December 31,		
	Change	2011	2010	Change	2011	2010
SG&A	5%	\$639.8	\$606.7	8%	\$1,282.8	\$1,188.3

Increased SG&A during the three and six months ended December 31, 2011 was primarily due to the impact of acquisitions (\$21 million and \$55 million, respectively). SG&A included \$1 million of costs related to the Spin-Off for the three and six months ended December 31, 2011, and \$5 million and \$7 million of costs related to the Spin-Off for the three and six months ended December 31, 2010, respectively.

Segment Profit and Consolidated Operating Earnings

(in millions, except growth rates)	Three Months Ended December 31,			Six Months Ended December 31,		
	Change	2011	2010	Change	2011	2010
Pharmaceutical	30%	\$394.2	\$303.7	24%	\$757.5	\$609.9
Medical	(18)%	84.5	103.1	(12)%	163.5	186.6
Total Segment Profit	18%	478.7	406.8	16%	921.0	796.5
Corporate	N.M.	(29.4)	(62.9)	N.M.	(59.4)	(88.7)
Consolidated Operating Earnings	31%	\$449.3	\$343.9	22%	\$861.6	\$707.8

Segment Profit

Pharmaceutical segment profit

The principal drivers for the increase during the three and six months ended December 31, 2011 were strong performance in our generic pharmaceutical programs, increased margin under manufacturer agreements and the positive impact of acquisitions. These items were offset by the unfavorable impact of customer pricing changes. See the discussion of gross margin above for further information on these drivers.

Medical segment profit

The principal drivers for the decrease during the three and six months ended December 31, 2011 were the increased cost of commodities used in our self-manufactured products, the impact associated with the Presource[®] procedure kit import matter, and an increase in SG&A expenditures including the impact of business system investments. For both periods, these items were partially offset by the favorable impact on gross margin from product sales mix and increased net sales volume. See the discussion above for further information on these drivers.

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Consolidated Operating Earnings

In addition to revenue, gross margin and SG&A discussed above, operating earnings were impacted by the following:

(in millions)	Three Months Ended December 31,		Six Months Ended December 31,	
	2011	2010	2011	2010
Restructuring and employee severance	\$ 1.7	\$ 2.6	\$ 5.1	\$ 4.4
Acquisition-related costs	21.9	33.2	49.4	44.8
Impairments and loss on sale of assets	1.1	1.7	2.4	3.6
Litigation (recoveries)/charges, net	0.1	6.1	(3.0)	7.5

Acquisition-related costs

Acquisition-related costs, primarily incurred in conjunction with the acquisitions of Kinray, Cardinal Health China and P4 Healthcare, decreased \$11 million for the three months ended December 31, 2011 and increased \$5 million for the six months ended December 31, 2011. Amortization of acquisition-related intangible assets was \$19 million and \$38 million for the three and six months ended December 31, 2011, respectively, and \$15 million and \$26 million for the three and six months ended December 31, 2010, respectively.

Earnings Before Income Taxes and Discontinued Operations

In addition to items discussed above, earnings before income taxes and discontinued operations were impacted by the following:

(in millions, except growth rates)	Three Months Ended December 31,			Six Months Ended December 31,		
	Change	2011	2010	Change	2011	2010
Other (income)/expense, net	N.M.	\$ 0.8	\$ (5.8)	N.M.	\$ 4.7	\$ (13.2)
Interest expense, net	4%	22.9	21.9	6%	46.3	43.9
Gain on sale of investment in CareFusion	N.M.	0.0	0.0	N.M.	0.0	(74.8)

Gain on sale of investment in CareFusion common stock

We recognized \$75 million of income from the sale of our remaining investment in CareFusion common stock during the three months ended September 30, 2010.

Provision for Income Taxes

The following table summarizes our provision for income taxes as a percentage of pretax earnings from continuing operations (“effective tax rate”) for the three and six months ended December 31, 2011 and 2010:

	Three Months Ended December 31,		Six Months Ended December 31,	
	2011 (1)	2010 (2)	2011 (1)	2010 (2)(3)
Effective tax rate	37.9%	34.4%	38.1%	32.3%

- (1) During the three and six months ended December 31, 2011, the effective tax rate was impacted by net unfavorable discrete items of \$5 million and \$8 million, or 1.1 percentage points and 1.0 percentage point, respectively. The discrete items included unfavorable amounts related to remeasuring certain unrecognized tax benefits, partially offset by the favorable impact of settling certain state tax matters.
- (2) During the three and six months ended December 31, 2010, the effective tax rate was favorably impacted by net discrete items of \$17 million and \$20 million, or 5.2 percentage points and 2.6 percentage points, respectively, primarily attributable to the release of reserves due to the settlement of certain state tax matters and the release of a deferred tax valuation allowance related to net operating loss carryforwards.
- (3) During the six months ended December 31, 2010, the effective tax rate was favorably impacted by \$28 million, or 3.7 percentage points, attributable to recognizing no income tax expense on the sale of CareFusion stock due to the release of a previously established deferred tax valuation allowance.

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Ongoing Audits

The IRS is currently conducting audits of fiscal years 2001 through 2010. We have received proposed adjustments from the IRS for fiscal years 2003 through 2007 related to our transfer pricing arrangements between foreign and domestic subsidiaries and the transfer of intellectual property among subsidiaries of an acquired entity prior to its acquisition by us. The IRS proposed additional taxes of \$849 million, excluding penalties and interest. If this tax ultimately must be paid, CareFusion is liable under the tax matters agreement for \$592 million of the total amount. We disagree with these proposed adjustments, which we are contesting, and we have reserved for the uncertain tax positions related to them.

Liquidity and Capital Resources

We currently believe that, based upon available capital resources (cash on hand), projected operating cash flow, and access to committed credit facilities, we have adequate access to capital resources to fund working capital needs, currently anticipated capital expenditures, business growth and expansion, contractual obligations, current and projected debt service requirements, dividends and share repurchases.

Capital Resources

Cash and Equivalents

Our cash and equivalents balance was \$1.8 billion as of December 31, 2011, compared to \$1.9 billion as of June 30, 2011. At December 31, 2011, our cash and cash equivalents were held in cash depository accounts with major banks around the world or invested in high quality, short-term liquid investments. The decrease in cash and equivalents was primarily attributable to share repurchases of \$300 million, cash dividends of \$152 million and capital expenditures of \$101 million, offset by net cash provided by operating activities of \$390 million.

We use days sales outstanding, days inventory on hand, and days payable outstanding to evaluate our working capital performance.

	December 31,	
	2011	2010
Days sales outstanding	19.6	19.7
Days inventory on hand	27.0	27.0
Days payable outstanding	37.9	38.3

Changes in working capital can vary significantly depending on factors such as the timing of inventory purchases, customer payments of accounts receivable, and payments to vendors in the regular course of business.

The cash and equivalents balance at December 31, 2011 included \$291 million of cash held by subsidiaries outside of the United States. Although the vast majority of this cash is available for repatriation, bringing the cash into the United States could trigger U.S. federal, state and local income tax obligations. As a U.S. parent company, we may temporarily access cash held by our foreign subsidiaries without becoming subject to U.S. federal income tax through intercompany loans.

Credit Facilities and Commercial Paper

Our sources of liquidity include a \$1.5 billion revolving credit facility and a \$950 million committed receivables sales facility program. We also have a commercial paper program with capacity of \$1.5 billion, backed by the revolving credit facility. We had no outstanding borrowings from the commercial paper program and no outstanding balance under the committed receivables sales facility program at December 31, 2011. Our ability to access the commercial paper market is limited based on our current short-term credit ratings and market conditions.

Our revolving credit facility and receivables sales facility program require us to maintain a consolidated interest coverage ratio as of any fiscal quarter end of at least 4-to-1 and a consolidated leverage ratio of no more than 3.25-to-1. As of December 31, 2011, we were in compliance with these financial covenants.

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Held-to-Maturity Investments

We hold high quality investment grade held-to-maturity fixed income corporate debt securities with an amortized cost basis of \$105 million and \$142 million as of December 31, 2011 and June 30, 2011, respectively. The investments that we currently hold vary in maturity date, ranging from two to ten months, and pay interest semi-annually.

Capital Expenditures

Capital expenditures during the six months ended December 31, 2011 and 2010 of \$101 million and \$123 million, respectively, primarily related to information technology projects.

Dividends

On November 2, 2011, our board of directors approved the quarterly dividend of \$0.215 per share, or \$0.86 per share on an annualized basis, which was paid on January 15, 2012 to shareholders of record on January 1, 2012.

Share Repurchases

During the three months ended September 30, 2011, we repurchased approximately \$300 million of our Common Shares. We funded the repurchases through available cash. We have \$450 million remaining under our current Board repurchase authorization through November 2013.

Proposed Acquisition

In November 2011, our wholly owned subsidiary Cardinal Health Canada Inc. made a cash take-over bid to acquire all of the outstanding shares of Futuremed Healthcare Products Corporation (“Futuremed”) for total consideration of approximately \$165 million (which includes \$40 million of Futuremed’s debt). The bid is subject to a minimum of 66 2/3 percent of the outstanding common shares of Futuremed being deposited to the transaction, receipt of certain regulatory approvals and satisfaction of other customary conditions.

Contractual Obligations

There have been no material changes, outside of the ordinary course of business, in our outstanding contractual obligations since the end of fiscal 2011 and through December 31, 2011.

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Item 3: Quantitative and Qualitative Disclosures about Market Risk

We believe that there have been no material changes in the quantitative and qualitative market risks since the end of our 2011 fiscal year.

Item 4: Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We evaluated, with the participation of our principal executive officer and principal financial officer, the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) as of December 31, 2011. Based on this evaluation, the principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of December 31, 2011 to provide reasonable assurance that information required to be disclosed in our reports under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and that such information is accumulated and communicated to management to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2011 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Implementation of New Software Systems

The Medical segment is working on a medical business transformation project, which includes a new information system for certain supply chain processes. We implemented a pilot portion of this project during the quarter ended December 31, 2011 but the pilot did not materially affect our internal control over financial reporting. The Medical segment plans to transition selected processes to the new system throughout fiscal 2012 and 2013, and this transition is expected to affect internal control over financial reporting. If this system is not effectively implemented or fails to operate as intended, it could adversely affect the effectiveness of our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1: Legal Proceedings

We become involved from time-to-time in litigation and regulatory matters incidental to our business, including governmental investigations, enforcement actions, personal injury claims, employment matters, commercial disputes, intellectual property matters, disputes regarding environmental clean-up costs, litigation in connection with acquisitions and divestitures, and other matters arising out of the normal conduct of our business.

As disclosed in our Quarterly Report on Form 10-Q for the three months ended September 30, 2008, on October 2, 2008, we entered into settlement agreements with the U.S. Drug Enforcement Administration (“DEA”) and seven U.S. Attorneys’ Offices that resulted in reinstatement of the licenses to distribute controlled substances held by our Auburn, Washington, Lakeland, Florida, and Swedesboro, New Jersey distribution centers. The DEA had previously suspended these licenses. Under the terms of the agreement with the DEA, we agreed, among other things, to maintain a compliance program designed to detect and prevent diversion of controlled substances.

On February 3, 2012, the DEA issued an order to show cause and immediate suspension of registration pertaining to our Lakeland, Florida distribution center’s license to distribute controlled substances. In the order, the DEA asserted that we have failed to maintain effective controls against the diversion of controlled substances into other than legitimate medical, scientific and industrial channels in violation of the law and that we have violated the 2008 agreement with the DEA. We do not believe that the DEA order is warranted, because we believe we have implemented a compliance program designed to detect and prevent diversion of controlled substances as required by applicable law and the agreement with the DEA. On February 3, 2012, we filed a complaint and motion for a temporary restraining order in the U.S. District Court for the District of Columbia to enjoin the suspension of the Lakeland facility’s license. The court granted the temporary restraining order restoring the DEA license on February 3, 2012 and scheduled a hearing on a preliminary injunction for February 13, 2012. If the court subsequently upholds the DEA suspension of the Lakeland facility’s license, the suspension will adversely affect our ability to serve our customers and will result in incremental expenses.

Item 1A: Risk Factors

You should carefully consider the information in this Form 10-Q and the risk factors discussed in “Item 1A—Risk Factors” and other risks discussed in our 2011 Form 10-K and our filings with the SEC since June 30, 2011. These risks could materially and adversely affect our results of operations, financial condition, liquidity and cash flows. Our businesses also could be affected by risks that we are not presently aware of or that we currently consider immaterial to our operations.

Item 2: Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information about purchases we made of our Common Shares during the three months ended December 31, 2011:

Issuer Purchases of Equity Securities

Period	Total Number		Total Number of	Approximate Dollar
	of Shares	Average Price	Shares Purchased	Value of Shares that
	Purchased (1)	Paid per Share	as Part of	May Yet Be
			Publicly	Purchased Under the
			Announced	Program (2)
			Program (2)	
October 1-31, 2011	1,511	\$ 41.86	—	\$ 450,000,000
November 1-30, 2011	77	43.04	—	450,000,000
December 1-31, 2011	883	40.93	—	450,000,000
Total	2,471	\$ 41.57	—	\$ 450,000,000

- (1) Includes 99, 77 and 184 Common Shares purchased in October, November and December 2011, respectively, through a rabbi trust as investments of participants in our Deferred Compensation Plan. Also includes 1,412 and 699 restricted shares surrendered in October and December 2011, respectively, by employees upon vesting to meet tax withholding.
- (2) On November 3, 2010, our Board approved a \$750 million share repurchase program which expires November 30, 2013. During the three months ended December 31, 2011, we did not repurchase any of our Common Shares under this program.

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Item 6: Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
3.1	Amended and Restated Articles of Incorporation of Cardinal Health, Inc., as amended (incorporated by reference to Exhibit 3.1 to Cardinal Health's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008, File No. 1-11373)
3.2	Cardinal Health, Inc. Restated Code of Regulations, as amended (incorporated by reference to Exhibit 3.2 to Cardinal Health's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, File No. 1-11373)
10.1	Cardinal Health, Inc. 2011 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K/A filed on November 4, 2011, File No. 1-11373)
10.2	Form of Nonqualified Stock Option Agreement under the Cardinal Health, Inc. 2011 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K/A filed on November 4, 2011, File No. 1-11373)
10.3	Form of Restricted Share Units Agreement under the Cardinal Health, Inc. 2011 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K/A filed on November 4, 2011, File No. 1-11373)
10.4	Form of Performance Share Units Agreement under the Cardinal Health, Inc. 2011 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K/A filed on November 4, 2011, File No. 1-11373)
10.5	Second Amendment to the Cardinal Health, Inc. 2007 Nonemployee Directors Equity Incentive Plan
10.6	Form of Directors' Restricted Share Units Agreement under the Cardinal Health, Inc. 2007 Nonemployee Directors Equity Incentive Plan
12.1	Computation of Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
99.1	Statement Regarding Forward-Looking Information
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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Cardinal Health Website

We use our website as a channel of distribution for material information about us. Important information, including news releases, earnings and analyst presentations and financial information regarding us is routinely posted and accessible on the Investors page at www.cardinalhealth.com. In addition, our website allows investors and other interested persons to sign up to automatically receive email alerts when we post news releases, SEC filings and certain other information on our website.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 7, 2012

CARDINAL HEALTH, INC.

/s/ G EORGE S. B ARRETT

George S. Barrett
Chairman and Chief Executive Officer

/s/ J EFFREY W. H ENDERSON

Jeffrey W. Henderson
Chief Financial Officer

SECOND AMENDMENT TO
CARDINAL HEALTH, INC.
2007 NONEMPLOYEE DIRECTORS EQUITY INCENTIVE PLAN

This Second Amendment to the Cardinal Health, Inc. 2007 Nonemployee Directors Equity Incentive Plan, as amended as of November 4, 2009 (the "Plan"), is effective as of November 2, 2011, pursuant to resolutions of the Board of Directors of Cardinal Health, Inc., an Ohio corporation, adopted at a meeting held on November 2, 2011.

1. The phrase "(a) In the event of a Change of Control (as defined below), unless otherwise determined by the Committee at the time of grant and subject to Section 7(c), the following provisions shall apply:" of Section 7(a) of the Plan is hereby deleted in its entirety and replaced by the following:
 "(a) With respect to awards granted under the Plan prior to November 2, 2011, in the event of a Change of Control, unless otherwise determined by the Committee at the time of grant, the following provisions shall apply:"
2. The phrase "(b) For purposes of the Plan, "Change of Control" means any of the following:" of Section 7(b) of the Plan is hereby deleted in its entirety and replaced by the following:
 "(b) For awards granted under the Plan prior to November 2, 2011, "Change of Control" means any of the following:"
3. The following provisions are hereby added to Section 7 of the Plan:
 "(c) With respect to awards granted under the Plan on or after November 2, 2011, unless otherwise set forth in an applicable award agreement, in the event of a Change of Control, the following provisions shall apply:
 - (i) On the date that such Change of Control occurs, any Stock Options not previously exercisable and vested shall become fully exercisable and vested, and all outstanding Stock Options shall remain exercisable for the remainder of their original term, and the restrictions applicable to any or all Restricted Shares and Restricted Share Units shall lapse and such awards shall be fully vested, unless (y) the Nonemployee Director is asked to continue to serve on the Board or to serve as a member of the board of directors of the Company's successor in the Change of Control or another entity that is affiliated with the Company or its successor and (z) an award meeting the requirements of Section 7(c)(ii) (a "Replacement Award") is offered to the Nonemployee Director in accordance with Section 4 of the Plan to replace or adjust each outstanding award granted under the Plan (a "Replaced Award").
 - (ii) An award meets the conditions of this Section 7(c)(ii) (and hence qualifies as a Replacement Award) if (v) it is of the same type as the Replaced Award, (w) it has a value at least equal to the value of the Replaced Award, (x) it relates to publicly traded equity securities of the Company or its successor in the Change of Control or another entity that is affiliated with the Company or its successor following the Change of Control, (y) if the Nonemployee Director is subject to U.S. federal income tax under the Code, the tax

consequences to the Nonemployee Director under the Code of the Replacement Award are not less favorable to the Nonemployee Director than the tax consequences of the Replaced Award, and (z) its other terms and conditions are not less favorable to the Nonemployee Director than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change of Control). Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 7(c)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change of Control, in its sole discretion.

(d) For awards granted under the Plan on or after November 2, 2011, “Change of Control” means any of the following:

- (i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (x) the then outstanding Shares of the Company (the “Outstanding Company Common Shares”), or (y) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions do not constitute a Change of Control: (A) any acquisition directly from the Company or any corporation controlled by the Company; (B) any acquisition by the Company or any corporation controlled by the Company; (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; or (D) any acquisition by any corporation that is a Non-Control Acquisition (as defined in subsection (iii) of this Section 7(d)); or
- (ii) during any period of two consecutive years, individuals who, as of the beginning of such two-year period, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the beginning of such two-year period whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board will be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or
- (iii) consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition by the Company of assets or shares of another corporation (a “Business Combination”), unless, such Business Combination is a

Non-Control Acquisition. A “Non-Control Acquisition” means a Business Combination where: (x) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Shares and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Shares and Outstanding Company Voting Securities, as the case may be; (y) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination (including any ownership that existed in the Company or the company being acquired, if any); and (z) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

- (iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.”

CARDINAL HEALTH, INC.
DIRECTORS' RESTRICTED SHARE UNITS AGREEMENT
UNDER THE
2007 NONEMPLOYEE DIRECTORS EQUITY INCENTIVE PLAN

This Restricted Share Units Agreement (the "Agreement") is entered into in Franklin County, Ohio. On [date of grant] (the "Grant Date"), Cardinal Health, Inc., an Ohio corporation (the "Company"), has awarded to [Director name] ("Awardee"), [# of Shares] Restricted Share Units (the "Restricted Share Units" or "Award"), representing an unfunded unsecured promise of the Company to deliver common shares, without par value, of the Company (the "Shares") to Awardee as set forth herein. The Restricted Share Units have been granted pursuant to the Cardinal Health, Inc. 2007 Nonemployee Directors Equity Incentive Plan, as amended (the "Plan"), and are subject to all provisions of the Plan, which are incorporated herein by reference, and are subject to the following provisions of this Agreement. Capitalized terms used in this Agreement which are not specifically defined have the meanings ascribed to such terms in the Plan.

1. Vesting of Restricted Share Units. The Restricted Share Units vest on the first anniversary of the Grant Date, except that if the [year] Annual Meeting of Shareholders is prior to the first anniversary of the Grant Date, then the Restricted Share Units will vest on the date of the [year] Annual Meeting of Shareholders (in either event, the "Vesting Date"), subject to the provisions of this Agreement, including those relating to Awardee's continued service on the Company's Board of Directors (the "Board"). In the event of a Change of Control, the Restricted Share Units vest in full, unless (a) Awardee is asked to continue to serve on the Board or to serve as a member of the board of directors of the Company's successor in the Change of Control or another entity that is affiliated with the Company or its successor; and (b) a Replacement Award is offered to Awardee in accordance with Section 7(c) of the Plan.

2. Transferability. The Restricted Share Units are not transferable.

3. Termination of Service on the Board. If Awardee ceases to be a member of the Board prior to the vesting of the Restricted Share Units for any reason other than Awardee's death, all of the then unvested Restricted Share Units shall be forfeited by Awardee immediately after Awardee ceases to be a member of the Board. If Awardee ceases to be a member of the Board prior to the vesting of the Restricted Share Units by reason of Awardee's death, then such Restricted Share Units vest in full and are not forfeited.

4. Special Forfeiture and Repayment Rules. This Agreement contains special forfeiture and repayment rules intended to encourage conduct that protects the legitimate business assets of the Company and its subsidiaries (collectively, the "Cardinal Group") and discourage conduct that threatens or harms those assets. The Company does not intend to have the benefits of this Agreement reward or subsidize conduct detrimental to the Company, and therefore will require the forfeiture of the benefits offered under this Agreement and the repayment of gains obtained from this Agreement, according to the rules specified below. Activities that trigger the forfeiture and repayment rules are divided into two categories: Misconduct and Competitor Conduct.

(a) Misconduct. During service on the Board and for three years after Awardee's termination of service on the Board for any reason, Awardee agrees not to engage in Misconduct. If Awardee engages in Misconduct during service on the Board or within three years after Awardee's termination of service on the Board for any reason, then

(i) Awardee immediately forfeits the Restricted Share Units that have not yet vested or that vested at any time within three years prior to the Misconduct and have not yet been paid pursuant to Paragraph 5 hereof, and those forfeited Restricted Share Units automatically terminate, and

(ii) Awardee shall, within 30 days following written notice from the Company, pay to the Company in cash an amount equal to (A) the gross gain to Awardee resulting from the payment of Restricted Share Units pursuant to Paragraph 5 hereof that had vested at any time within three years prior to the date the Misconduct first occurred (as determined by the Committee) less (B) \$1.00. The gross gain is the market value of the Shares represented by the Restricted Share Units on the date of receipt.

As used in this Agreement, “ **Misconduct** ” means

(A) disclosing or using any of the Cardinal Group’s confidential information (as defined by the applicable Cardinal Group policies and agreements) without proper authorization from the Cardinal Group or in any capacity other than as necessary for the performance of Awardee’s duties as a Director of the Company;

(B) violation of applicable Cardinal Group policies, including but not limited to conduct which would constitute a breach of any representation or certificate of compliance signed by Awardee;

(C) fraud, gross negligence or willful misconduct by Awardee, including but not limited to fraud, gross negligence or willful misconduct causing or contributing to a material error resulting in a restatement of the financial statements of any member of the Cardinal Group;

(D) directly or indirectly soliciting or recruiting for employment or contract work on behalf of a person or entity other than a member of the Cardinal Group, any person who is an employee, representative, officer or director in the Cardinal Group or who held one or more of those positions at any time within the 12 months prior to Awardee’s termination of service on the Board;

(E) directly or indirectly inducing, encouraging or causing an employee of the Cardinal Group to terminate his/her employment or a contract worker to terminate his/her contract with a member of the Cardinal Group;

(F) any action by Awardee and/or his or her representatives that either does or could reasonably be expected to undermine, diminish or otherwise damage the relationship between the Cardinal Group and any of its customers, prospective customers, vendors, suppliers and/or employees known to Awardee; and

(G) breaching any provision of any agreement with a member of the Cardinal Group.

(b) Competitor Conduct. If Awardee chooses to engage in Competitor Conduct during service on the Board or within one year after Awardee’s termination of service on the Board for any reason, then

(i) Awardee immediately forfeits the Restricted Share Units that have not yet vested or that vested at any time within one year prior to the Competitor Conduct and have not yet been paid pursuant to Paragraph 5 hereof, and those forfeited Restricted Share Units automatically terminate, and

(ii) Awardee shall, within 30 days following written notice from the Company, pay to the Company in cash an amount equal to (A) the gross gain to Awardee resulting from the payment of Restricted Share Units pursuant to Paragraph 5 hereof that had vested at any time since the earlier of one year prior to the date the Competitor Conduct first occurred (as determined by the Committee) or one year prior to Awardee's termination of service on the Board, if applicable, less (B) \$1.00. The gross gain is the market value of the Shares represented by the Restricted Share Units on the date of receipt.

As used in this Agreement, "**Competitor Conduct**" means accepting employment with, or directly or indirectly providing services to, a Competitor in the United States. A "Competitor" means any person or business that competes with the products or services provided by a member of the Cardinal Group or about which Awardee obtained confidential information (as defined by the applicable Cardinal Group policies or agreements). For purposes of this Agreement, the nature and extent of Awardee's activities, if any, disclosed to and reviewed by the Audit or Nominating and Governance Committees of the Board (each, a "Specified Committee") prior to the date of Awardee's termination of service on the Board will not be deemed to be Competitor Conduct unless specified to the contrary by the Specified Committee in a written notice given to Awardee within 90 days after the Specified Committee is notified in writing of such activities.

(c) General.

(i) Nothing in this Paragraph 4 constitutes or is to be construed as a "noncompete" covenant or other restraint on employment or trade. The execution of this Agreement is voluntary. Awardee is free to choose to comply with the terms of this Agreement and receive the benefits offered or else reject this Agreement with no adverse consequences to Awardee's service on the Board.

(ii) Awardee agrees to provide the Company with at least 10 days written notice prior to accepting employment with or providing services to a Competitor within one year after Awardee's termination of service on the Board.

(iii) Awardee acknowledges receiving sufficient consideration for the requirements of this Paragraph 4, including Awardee's receipt of the Restricted Share Units. Awardee further acknowledges that the Company would not provide the Restricted Share Units to Awardee without Awardee's promise to abide by the terms of this Paragraph 4. The parties also acknowledge that the provisions contained in this Paragraph 4 are ancillary to, or part of, an otherwise enforceable agreement at the time this Agreement is made.

(iv) Awardee may be released from the obligations of this Paragraph 4 if and only if the Committee determines, in writing and in the Committee's sole discretion, that a release is in the best interests of the Company.

5. Payment.

(a) General. Subject to the provisions of Paragraph 4 of this Agreement and Paragraphs 5(b), (c) and (d) below, Awardee is entitled to receive from the Company (without any payment on behalf of Awardee) the Shares represented by the Restricted Share Units on the Vesting Date.

(b) Death. To the extent that Restricted Share Units are vested on the date of Awardee's death, Awardee is entitled to receive the corresponding Shares from the Company on the date of death.

(c) Change of Control. To the extent that Restricted Share Units are vested on the date of a Change of Control, Awardee is entitled to receive the corresponding Shares from the Company on the date of the Change of Control; provided, however, that if the Change of Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Awardee is entitled to receive the corresponding Shares from the Company on the date that would have otherwise applied pursuant to Paragraphs 5(a) or (b).

(d) Elections to Defer Receipt. Elections to defer receipt of the Shares beyond the date of payment provided herein may be permitted in the discretion of the Committee pursuant to procedures established by the Committee in compliance with the requirements of Section 409A of the Code.

6. Dividend Equivalents. Awardee is not entitled to receive cash dividends on the Restricted Share Units, but will receive a dividend equivalent payment from the Company in an amount equal to the dividends that would have been paid on each Share paid under this Agreement if it had been outstanding between the Grant Date and the payment date of the Shares represented by the Restricted Share Units (i.e., based on the record date for cash dividends). Subject to an election to defer receipt as permitted under Paragraph 5(d), the Company shall pay dividend equivalent payments in cash on the payment date of the Shares represented by the Restricted Share Units.

7. Holding Period Requirement. As a condition to receipt of the Restricted Share Units, Awardee hereby agrees to hold, until the first anniversary of the Vesting Date (or, if earlier, the date Awardee ceases to be a member of the Board), the After-Tax Net Profit in Shares issued pursuant to payment of such units. "After-Tax Net Profit" means the total dollar value of the Shares that Awardee receives at payment, minus the amount of all applicable federal, state, local or foreign income or other taxes that are expected to be incurred in connection with the vesting of the Award, determined based upon the highest applicable marginal rate for each such tax. This paragraph 7 will not apply on or after the date of a Change of Control.

8. Right of Set-Off. By accepting these Restricted Share Units, Awardee consents to a deduction from, and set-off against, any amounts owed to Awardee that are not treated as "non-qualified deferred compensation" under Section 409A of the U.S. Internal Revenue Code of 1986, as amended, by any member of the Cardinal Group from time to time (including, but not limited to, amounts owed to Awardee as Director annual retainer fees, meeting fees or other fringe benefits) to the extent of the amounts owed to the Company by Awardee under this Agreement.

9. No Shareholder Rights. Awardee has no rights of a shareholder with respect to the Restricted Share Units, including no right to vote the Shares represented by the Restricted Share Units until such Shares vest and are paid to Awardee.

10. Governing Law/Venue for Dispute Resolution/Costs and Legal Fees. This Agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, except to the extent superseded by the laws of the United States of America. **The parties agree and acknowledge that the laws of the State of Ohio bear a substantial relationship to the parties and/or this Agreement and that the Restricted Share Units and benefits granted herein would not be granted without the governance of the Agreement by the laws of the State of Ohio. In addition, all legal actions or proceedings relating to this Agreement must be brought exclusively in state or federal courts located in Franklin County, Ohio, and the parties executing this Agreement hereby consent**

to the personal jurisdiction of such courts. Awardee acknowledges that the covenants contained in Paragraph 4 of this Agreement are reasonable in nature, are fundamental for the protection of the Company's legitimate business and proprietary interests, and do not adversely affect Awardee's ability to earn a living. In the event that it becomes necessary for the Company to institute legal proceedings under this Agreement, Awardee is responsible to the Company for all costs and reasonable legal fees incurred by the Company in connection with the proceedings. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable should be construed or limited in a manner that is valid and enforceable and that comes closest to the business objectives intended by the provision, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

11. Action by the Committee. The parties agree that the interpretation of this Agreement rests exclusively and completely within the sole discretion of the Committee. The parties agree to be bound by the decisions of the Committee with regard to the interpretation of this Agreement and with regard to any and all matters set forth in this Agreement. In fulfilling its responsibilities hereunder, the Committee may rely upon documents, written statements of the parties, financial reports or other material as the Committee deems appropriate. The parties agree that there is no right to be heard or to appear before the Committee and that any decision of the Committee relating to this Agreement, including whether particular conduct constitutes "Misconduct" or "Competitor Conduct," is final and binding.

12. Electronic Delivery and Consent to Electronic Participation. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Share Unit grant under and participation in the Plan or future Restricted Share Units that may be granted under the Plan by electronic means or to request Awardee's consent to participate in the Plan by electronic means. Awardee hereby consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, including the acceptance of restricted share unit grants and the execution of restricted share unit agreements through electronic signature.

13. Notices. All notices, requests, consents and other communications required or provided under this Agreement to be delivered by Awardee to the Company must be in writing and will be deemed sufficient if delivered by hand, nationally recognized overnight courier, or certified or registered mail, return receipt requested, postage prepaid, and will be effective upon delivery to the Company at the address set forth below:

Cardinal Health, Inc.
7000 Cardinal Place
Dublin, Ohio 43017
Attention: General Counsel

All notices, requests, consents and other communications required or provided under this Agreement to be delivered by the Company to Awardee may be delivered by e-mail or in writing and will be deemed sufficient if delivered by e-mail, hand, facsimile, nationally recognized overnight courier, or certified or registered mail, return receipt requested, postage prepaid, and will be effective upon delivery to Awardee.

14. Amendment. Any amendment to the Plan is deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment may impair the rights of Awardee without Awardee's consent, except for an amendment made to cause the Plan or this Award to comply with applicable law, stock exchange rules or accounting rules.

CARDINAL HEALTH, INC.

By: _____
Its: _____

ACCEPTANCE OF AGREEMENT

Awardee hereby: (a) acknowledges that he or she has received a copy of the Plan, a copy of the Company's most recent annual report to shareholders and other communications routinely distributed to the Company's shareholders, and a copy of the Plan Description pertaining to the Plan; (b) accepts this Agreement and the Restricted Share Units granted to him or her under this Agreement subject to all provisions of the Plan and this Agreement, including the provisions in the Agreement regarding "Misconduct" and "Competitor Conduct" and "Special Forfeiture and Repayment Rules" set forth in Paragraph 4 above; (c) represents that he or she understands that the acceptance of this Agreement through an on-line or electronic system, if applicable, carries the same legal significance as if he or she manually signed the Agreement; and (d) agrees that no transfer of the Shares delivered in respect of the Restricted Share Units may be made unless the Shares have been duly registered under all applicable Federal and state securities laws pursuant to a then-effective registration which contemplates the proposed transfer or unless the Company has received a written opinion of, or satisfactory to, its legal counsel that the proposed transfer is exempt from such registration.

Awardee's Signature

Date

CARDINAL HEALTH, INC.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

(in millions, except for ratios)	Fiscal Year Ended June 30,					For the Six Months
	2007	2008	2009	2010	2011	Ended December 31, 2011
Earnings before income taxes and discontinued operations	\$815.3	\$1,295.1	\$1,159.8	\$1,211.6	\$1,518.3	\$ 810.6
Plus fixed charges:						
Interest expense	108.2	143.4	118.4	125.5	95.2	46.1
Capitalized interest	10.5	13.5	5.1	2.9	5.7	3.8
Amortization of debt offering costs	7.4	3.5	3.8	9.9	1.8	1.3
Interest portion of rent expense	15.6	12.2	11.1	6.0	7.1	3.9
Fixed charges	141.7	172.6	138.4	144.3	109.8	55.1
Plus amortization of capitalized interest	1.3	1.5	2.5	6.5	5.3	1.7
Less capitalized interest	(10.5)	(13.5)	(5.1)	(2.9)	(5.7)	(3.8)
Earnings	<u>\$947.8</u>	<u>\$1,455.7</u>	<u>\$1,295.6</u>	<u>\$1,359.5</u>	<u>\$1,627.7</u>	<u>\$ 863.6</u>
Ratio of earnings to fixed charges (1)	6.7	8.4	9.4	9.4	14.8	15.7

- (1) The ratio of earnings to fixed charges is computed by dividing fixed charges into earnings before income taxes and discontinued operations plus fixed charges and capitalized interest. Fixed charges include interest expense, amortization of debt offering costs and the portion of rent expense that is deemed to be representative of the interest factor. Interest expense recorded on tax exposures has been recorded in income tax expense and has therefore been excluded from the calculation.

I, George S. Barrett, certify that:

1. I have reviewed this Form 10-Q of Cardinal Health, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2012

/s/ George S. Barrett

George S. Barrett
Chairman and Chief Executive Officer

I, Jeffrey W. Henderson, certify that:

1. I have reviewed this Form 10-Q of Cardinal Health, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 7, 2012

/s/ Jeffrey W. Henderson

Jeffrey W. Henderson
Chief Financial Officer

**Certification by the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

I, George S. Barrett, Chairman and Chief Executive Officer of Cardinal Health, Inc. (the “Company”), certify, pursuant to 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q for the quarter ended December 31, 2011 containing the financial statements of the Company (the “Periodic Report”), which this statement accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 7, 2012

/s/ George S. Barrett

George S. Barrett
Chairman and Chief Executive Officer

**Certification by the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

I, Jeffrey W. Henderson, Chief Financial Officer of Cardinal Health, Inc. (the “Company”), certify, pursuant to 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q for the quarter ended December 31, 2011 containing the financial statements of the Company (the “Periodic Report”), which this statement accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 7, 2012

/s/ Jeffrey W. Henderson

Jeffrey W. Henderson
Chief Financial Officer

Statement Regarding Forward-Looking Information

As used in this exhibit, “Cardinal Health,” the “Company,” “we,” “our,” “us” and similar pronouns refer to Cardinal Health, Inc. and its subsidiaries, unless the context requires otherwise. Our filings with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the fiscal year ended June 30, 2011 (the “2011 Form 10-K”), our Annual Report to Shareholders, any Quarterly Report on Form 10-Q or any of our Current Reports on Form 8-K (along with any exhibits to such reports as well as any amendments to such reports), our press releases, or any other written or oral statements made by or on behalf of us, may include directly or by incorporation by reference forward-looking statements which reflect our current view (as of the date such forward-looking statement is first made) with respect to future events, prospects, projections or financial performance. The matters discussed in these forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those projected, anticipated or implied in or by such statements. These risks and uncertainties include, but are not limited to:

- competitive pressures in the markets in which we operate, including pricing pressures;
- increasing consolidation in the healthcare industry, which could give the resulting enterprises greater bargaining power and may increase pressure on prices for our products and services;
- uncertainties due to government healthcare reform, including the impact of the healthcare reform legislation;
- legislative changes to the prescription drug reimbursement formula and related reporting requirements for generic pharmaceuticals under Medicaid;
- the loss of, material reduction in purchases by, or default by one or more key customers;
- actions of regulatory bodies and other governmental authorities, including the U.S. Drug Enforcement Administration (“DEA”), the U.S. Food and Drug Administration, the U.S. Nuclear Regulatory Commission, the U.S. Department of Health and Human Services, U.S. Federal Trade Commission, various state boards of pharmacy, state health departments, state insurance departments or comparable agencies or foreign equivalents that could delay, limit or suspend product development, manufacturing, distribution, importation or sales or result in warning letters, recalls, seizures, injunctions and monetary sanctions;
- uncertainties related to the DEA’s efforts to immediately suspend and revoke our Lakeland, Florida distribution center’s license to distribute controlled substances and our efforts to contest the DEA’s efforts;
- the loss of, or default by, one or more key suppliers for which alternative suppliers may not be readily available;
- unfavorable changes to the terms of key customer or supplier relationships, or changes in customer mix;
- changes in manufacturers’ pricing, selling, inventory, distribution or supply policies or practices, including policies concerning price appreciation;
- changes in hospital buying groups or hospital buying practices;
- changes in the frequency or magnitude of branded pharmaceutical price appreciation or generic pharmaceutical price deflation, restrictions in the amount of inventory available to us, or changes in the timing of generic launches or the introduction of branded pharmaceuticals;
- uncertainties relating to market conditions for pharmaceuticals;
- uncertainties relating to demand for our products and services;
- changes in the distribution or outsourcing pattern for pharmaceutical and medical/surgical products and services, including an increase in direct and limited distribution;
- the costs, difficulties and uncertainties related to the integration of acquired businesses, including liabilities related to the operations or activities of such businesses prior to their acquisition;
- uncertainties relating to our ability to achieve the expected benefits from the acquisition of Healthcare Solutions Holding, LLC (P4 Healthcare) and to grow our specialty pharmaceutical services and distribution business;
- uncertainties relating to our ability to achieve the expected benefits from the acquisition of Cardinal Health China (formerly known as Yong Yu), including the expected accretion in earnings and growth of the pharmaceutical market in China;
- uncertainties relating to our ability to consummate the acquisition of Futuremed Healthcare Products Corporation (“Futuremed”) or achieve the expected benefits from the acquisition of Futuremed, including our ability to achieve expected synergies;
- risks arising from possible violations of the Foreign Corrupt Practices Act;
- risks arising from possible violations of healthcare fraud and abuse laws;
- our ability to introduce and market new products and our ability to keep pace with advances in technology;
- possible business interruptions, delays and other uncertainties relating to our Medical segment’s medical business transformation project;
- changes in laws and regulations or in the interpretation or application of laws or regulations, as well as possible failures to comply with applicable laws or regulations as a result of possible misinterpretations or misapplications;

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- the continued financial viability and success of our customers, suppliers and franchisees;
 - costs or claims resulting from potential errors or defects in our manufacturing, compounding, repackaging, information systems or pharmacy management services that may injure persons or damage property or operations, including costs from remediation efforts or recalls;
 - the results, costs, effects or timing of any commercial disputes, patent infringement claims, or other legal proceedings;
 - the costs, effects, timing or success of restructuring programs or plans;
 - increased costs for commodities used in the Medical segment including various components, compounds, raw materials or energy such as oil-based resins, cotton, latex, diesel fuel and other commodities;
 - shortages in commodities, components, compounds, raw materials or energy used by our businesses, including supply disruptions of radioisotopes;
 - the risks of counterfeit products in the supply chain;
 - risks associated with global operations, including the effect of local economic environments, inflation, recession, currency volatility and global competition, in addition to risks associated with compliance with U.S and international laws relating to global operations;
 - difficulties or delays in the development, production, manufacturing, sourcing and marketing of new or existing products and services, including difficulties or delays associated with obtaining requisite regulatory consents or approvals associated with those activities;
 - disruption or damage to or failure of our information or controls systems or a data security breach;
 - disruptions to the proper functioning of our critical facilities, including our national logistics center;
 - uncertainties relating to general political, business, industry, regulatory and market conditions;
 - risks associated with the spin-off of CareFusion Corporation, including risks of non-performance under spin-off agreements and risks relating to adverse tax consequences to us and our shareholders; and
 - other factors described in “Item 1A: Risk Factors” of the 2011 Form 10-K.

The words “expect,” “anticipate,” “intend,” “plan,” “believe,” “will,” “should,” “could,” “would,” “project,” “continue,” and similar expressions generally identify “forward-looking statements,” which speak only as of the date the statement was made, and also include statements reflecting future results or guidance, statements of outlook and expense accruals. We undertake no obligation to update or revise any forward-looking statements, except to the extent required by applicable law.