

**CONTRACT NO.: DMS-15/16-003**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**  
**AND**  
**E4 HEALTH INC.**

**AMENDMENT NO.: 2**  
**ASSIGNMENT AGREEMENT**

This Amendment to Contract No.: DMS-15/16-003 (the "Contract") is by and between the State of Florida, Department of Management Services (the "Department"), and E4 Health, Inc. ("Assignor"), and E4, LLC ("Contractor" or "Assignee") a wholly-owned subsidiary of New Directions Behavioral Health, LLC. The Department, Assignor, Assignee, and New Directions Behavioral Health LLC, may be referred to as "Party" or collectively as the "Parties." In consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

**WHEREAS**, Assignor entered into the Contract with the Department for Employee Assistance Plan Benefit and Services on March 14, 2016; and

**WHEREAS**, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee (see Exhibit 1); and

**WHEREAS**, Section 11.2 of the Contract and Paragraph 29 of the General Contract Conditions, PUR 1000 (incorporated by referenced into the Contract) requires the prior written consent of the State to assign the Contract;

**WHEREAS**, Assignor has represented to Department that Assignor has an entered into an agreement for the sale of its respective assets to Assignee. Assignor has represented to Department that Assignor will voluntarily dissolve and cease to be an incorporated company and intends the Department to rely upon that representation; and

**WHEREAS**, Assignee represents to the Department it is fully capable, legally and actually, to fully perform the duties under the Contract and both Assignor and Assignee intend the Department to rely upon that representation.

**NOW THEREFORE**, in consideration of the foregoing premises, the Parties agree that the Contract shall be amended as follows:

1. The above whereas clauses are incorporated as if fully stated herein.
2. The Parties acknowledge that once this Assignment Agreement is effective, Assignee will assume all obligations and liabilities of, and claims against, the Assignor under the Contract as if the Assignee were the original party to the Contract and become the contracting entity for the Contract and all amendments thereto previously entered into by E4 Health, Inc.
3. The Assignee accepts and agrees to be bound by and fully perform all of Assignor's contract obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract.

4. Assignor and New Directions Behavioral Health, LLC, will be secondarily liable for performance of the Contract.
5. Assignor agrees to defend and indemnify the State from any and all claims; actions; judgments; liabilities; proceedings and costs, including reasonable attorneys' fees; and other costs of defense and damages resulting from Assignor's performance prior to the assignment of the Contract.
6. The Assignor waives all rights under the Contract as of the effective date of this Agreement.
7. The Parties agree that this Assignment Agreement operates as an assignment of the Contract, establishing a new contractual relationship hereby entered into by and between the Department and Assignee.
8. The Department does not release Assignor from any claims or remedies it may have against Assignor.
9. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the Contract as if the Assignee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, and purchase orders, shall refer to the Assignee.
10. All references in the Contract to "E4 Health Inc." are replaced with "E4, LLC."
11. Section 3.2.7 Scrutinized Company List, of the Contract, is replaced in its entirety with the following:

**3.2.7 Scrutinized Companies—Termination by the Department:**

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

12. Section 11.23.1 Public Records, of the Contract, is replaced in its entirety with the following:

**11.23.1 Contractor as Agent**

Solely for the purposes of this section, the Contract Manager is the agency's custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Contractor shall:

- a) Keep and maintain public records required by the public agency to perform the service.

- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

13. The following is added as section 11.32 of the Contract:

**11.32. Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.


14. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force and effect.

15. Each person signing this Assignment Agreement warrants that he or she is duly authorized to do so and to bind the respective party.
16. The effective date of this Assignment Agreement shall be the date of the final signature to this Assignment Agreement.
17. This Assignment Amendment and all its attachments are hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Assignment Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS**

SO AGREED by the Parties' authorized representatives on the dates noted below:

**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

  
\_\_\_\_\_  
David Zeckman, Chief of Staff

July 31, 2018  
\_\_\_\_\_  
Date

**Assignee: E4, LLC**

  
\_\_\_\_\_  
Robin Jackson (Jul 31, 2018)

Signature

**Robin Jackson** Sr. VP Chief Financial & Administrative Officer

Print Name and Title

Jul 31, 2018  
\_\_\_\_\_  
Date

**Assignor: E4 HEALTH, INC.**

  
\_\_\_\_\_  
Signature

Signature

**Missy Schrib**

Print Name and Title

Jul 30, 2018  
\_\_\_\_\_  
Date

**NEW DIRECTIONS BEHAVIORAL HEALTH, LLC**

  
\_\_\_\_\_  
Noreen Vergara (Jul 31, 2018)

Signature

**Noreen Vergara** VP, General Counsel

Print Name and Title

Jul 31, 2018  
\_\_\_\_\_  
Date

## EXHIBIT 1

**From:** Brian Summers  
**To:** [Burgess, Gavin](#); [Andria Gordon](#); [Robinson, Savetra](#); [Fillyaw, Tami](#)  
**Subject:** RE: State of Florida/E4: Quarterly Review Meeting  
**Date:** Thursday, May 24, 2018 5:00:58 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Good afternoon! I received word back that Robin Jackson, NDBH's Chief Financial and Administrative Officer, would be the signatory on the document.

Thanks,

**Brian Summers**

President

<http://e4healthinc.com>

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Office: (972) 810-3124

Cell: (314) 445-8661

email: [Brian.Summers@e4healthcare.com](mailto:Brian.Summers@e4healthcare.com)

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**From:** Burgess, Gavin [<mailto:Gavin.Burgess@dms.myflorida.com>]  
**Sent:** Thursday, May 24, 2018 8:25 AM  
**To:** Brian Summers; Andria Gordon; Robinson, Savetra; Fillyaw, Tami  
**Subject:** RE: State of Florida/E4: Quarterly Review Meeting

Thank you, Brian. We'll review all the information and discuss internally. We'll let you know if we need any additional information.

Best regards,

**Gavin Burgess** | Chief of Policy & Development

*State Group Insurance*

850-921-4504 (office)

Florida Department of Management Services

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**From:** Brian Summers [<mailto:Brian.Summers@e4healthcare.com>]  
**Sent:** Wednesday, May 23, 2018 5:16 PM  
**To:** Andria Gordon <[Andria.Gordon@e4healthcare.com](mailto:Andria.Gordon@e4healthcare.com)>; Robinson, Savetra <[Savetra.Robinson@dms.myflorida.com](mailto:Savetra.Robinson@dms.myflorida.com)>; Fillyaw, Tami <[Tami.Fillyaw@dms.myflorida.com](mailto:Tami.Fillyaw@dms.myflorida.com)>; Burgess, Gavin <[Gavin.Burgess@dms.myflorida.com](mailto:Gavin.Burgess@dms.myflorida.com)>  
**Subject:** RE: State of Florida/E4: Quarterly Review Meeting

## EXHIBIT 1

Good afternoon, everyone. As I shared on the call, we'd like to request a change to the assignment document that you had sent for our review. Based on feedback from our legal counsel, there was only one section we needed to speak with you about:

Section 3: Assignor (E4 Health) will remain secondarily liable for performance of the contract per Paragraph 29 of the General Contract Conditions, PUR 1000.

E4 Health was owned by a private equity firm, and their intent is to dissolve E4 Health, Inc., the original contracting organization, as soon as this summer (June/July) since they no longer have a legal or financial interest in the organization. As it wouldn't be possible for E4 Health, Inc. to remain secondarily liable on this contract due to that dissolution, we would like to request that New Directions Behavioral Health, LLC be identified as secondarily liable. I don't foresee an issue with NDBH being a signatory, as Gavin had suggested. I have asked our legal counsel who would sign; I expect that it will be Noreen Vergara, our Chief Counsel. I will let you know if that's not the case.

Please let us know if you have any questions, or if we can provide any further information.

Thank you,

**Brian Summers**

President

<http://e4healthinc.com>

Office: (972) 810-3124

Cell: (314) 445-8661

email: [Brian.Summers@e4healthcare.com](mailto:Brian.Summers@e4healthcare.com)

-----Original Appointment-----

**From:** Andria Gordon

**Sent:** Friday, April 27, 2018 3:48 PM

**To:** Andria Gordon; Brian Summers; 'Robinson, Savetra'; Fillyaw, Tami; Burgess, Gavin

**Subject:** State of Florida/E4: Quarterly Review Meeting

**When:** Wednesday, May 23, 2018 10:30 AM-11:30 AM (UTC-05:00) Eastern Time (US & Canada).

**Where:** GoToMeeting

**SOF: Quarterly Review Meeting**

Wed, May 23, 2018 10:30 AM - 11:30 AM EDT

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