

CONTRACT NO.: DMS-15/16-003
BETWEEN
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
E4, LLC

AMENDMENT NO.: 3
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, LLC ("Assignor"), and New Directions Behavioral Health, LLC ("Contractor" or "Assignee"). The Department, Assignor, and Assignee may be referred to individually 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, E4 Health, Inc. entered into the Contract with the Department for Employee Assistance Plan Benefit and Services on March 14, 2016;

WHEREAS, E4 Health, Inc. entered into an Assignment Agreement assigning all of its assets and liabilities under the Contract to Assignor on July 31, 2018;

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

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, 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 assets 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, LLC.
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 agrees to defend and indemnify the State from any and all claims; actions; judgments; liabilities; proceedings and costs, including reasonable attorneys' fees; and other

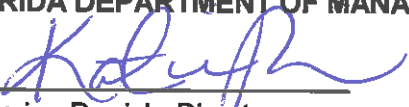
costs of defense and damages resulting from Assignor's performance prior to the assignment of the Contract.

5. The Assignor waives all rights under the Contract as of the effective date of this Assignment Agreement.
6. 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.
7. The Department does not release Assignor from any claims or remedies it may have against Assignor.
8. The Assignee by this Assignment 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 Assignment Agreement, the term "Contractor," as used in the Contract, and purchase orders, shall refer to the Assignee.
9. To the extent any of the terms of this Assignment Agreement conflict with the terms of the Contract, the terms of this Assignment Agreement shall control. All other terms of the Contract remain in full force and effect.
10. Each person signing this Assignment Agreement warrants that he or she is duly authorized to do so and to bind the respective party.
11. The effective date of this Assignment Agreement shall be the date of the final signature to this Assignment Agreement.
12. This Assignment Amendment and all of its Exhibits 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



Katherine Parrish, Director
Division of Finance and Administration

3/26/19

Date

Assignee: NEW DIRECTIONS BEHAVIORAL HEALTH, LLC

Lee W. Tuveson


Lee W. Tuveson (Mar 14, 2019)
Signature

Lee W. Tuveson, President & CEO

Print Name and Title
Mar 14, 2019

Date

Assignor: E4, LLC



Signature

Brian Summers, President

Print Name and Title
Mar 21, 2019

Date



December 17, 2018

Savetra Robinson, FCCM | Supplemental Plans Contract Manager State Group Insurance
4050 Esplanade Way
Tallahassee, FL 32399-0950

Re: Contract No.: DMS 15/16-003 dated 3/14/2016 amended 11/30/2017 and 7/31/2018 (the "Agreement")

Dear valued client,

We want to thank you for your continued EAP partnership with E4, LLC. We sincerely appreciate the ability to serve your employees and to empower them to lead healthier and more productive lives.

You may have seen our announcement at the beginning of 2018 that E4, LLC ("E4") is now a wholly-owned subsidiary of New Directions Behavioral Health, LLC ("New Directions"). In order to maximize the companies' capabilities, national presence and specialized expertise, E4 intends to transfer all of its assets and liabilities to New Directions, including the EAP Agreement your organization has with E4.

This letter is being sent to you because **your consent and waiver under the above referenced Agreement is required** as a result of the intended transfer of the Agreement from E4 to New Directions. In order to ensure that you are able to receive the many benefits of the transfer and integration, **we request your prompt response to this letter.**

This letter shall serve as any notice required under the Agreement. In addition, E4 and New Directions request that you consent to the assignment of the Agreement from E4, LLC to New Directions Behavioral Health, LLC and waive any defaults, violations, or breaches of the Agreement, if any, caused by the Assignment.

1. If you agree to the foregoing consent, affirmation, and waiver requested by E4 and New Directions, please confirm your agreement by having a duly authorized representative countersign this letter in the space provided in the attached signature page.
2. Please email the signed consent to Andria Gordon at AGordon@NDBH.com at your earliest convenience.
3. If you have any questions about this letter please feel free to contact your account representative at any time.

New Directions is a nationally recognized thought leader and innovator in the areas of managed behavioral healthcare and EAP. This transfer will allow New Directions to offer the best EAP products, practices and services from both organizations, thereby providing you and your employees more value and an even better EAP. Please know that you will continue to receive exceptional EAP support, and the transfer of the Agreement should not in any way interrupt your EAP services.

ACTION REQUIRED

e4

Additional information about the integration of E4 and New Directions will be provided to you via your EAP account representative.

Once again, thank you for your business and we look forward to continuing to serve you in 2019 and beyond.

Kind regards,



Brian M. Summers

President, E4, LLC

**Because the Agreement is being assigned to New Directions, starting on January 1, 2019
please send all payments for the services outlined in the Agreement to:**

New Directions

PO Box 87-0195

Kansas City, MO 64187-0195

If you have any questions about invoicing, please contact your account representative or email AReivable@ndbh.com.