

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): October 11, 2016

Interpace Diagnostics Group, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-24249
(Commission
File Number)

22-2919486
(IRS Employer
Identification No.)

Morris Corporate Center 1, Building A
300 Interpace Parkway
Parsippany, NJ 07054
(Address, including zip code, of Principal Executive Offices)

(862) 207-7800
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 11, 2016, James Early was appointed as the Chief Financial Officer of Interpace Diagnostics Group, Inc. (the “Company”). Mr. Early, age 62, will serve as the Company’s principal financial officer and principal accounting officer. Since August 29, 2016, the Company had engaged Mr. Early as a consultant to perform the role of interim chief financial officer.

Mr. Early previously served as the Interim and subsequently permanent Chief Financial Officer of AbGenomics International Inc., a clinical stage drug development company with a product pipeline in immunology and oncology, from September 2015 to July 2016. Mr. Early also previously served as the Chief Financial Officer of Zebec Therapeutics, LLC (the successor to Quadrant Pharmaceuticals LLC), a privately held specialty pharmaceutical company, from October 2014 to September 2015. In addition, Mr. Early has provided interim chief financial officer and business development services for pharmaceutical, life science and other similar companies as a sole proprietor from August 2009 to December 2013 and through Early Financial Consulting, LLC (“Early Financial”) from January 2014 to the present. Prior to his consulting role, Mr. Early was Senior Vice President of Finance and Administration for Synageva BioPharma, an orphan drug development company, from February 2006 to January 2009. Mr. Early is a Certified Public Accountant and has an MBA in Finance and Accounting.

On October 11, 2016, the Company entered into an Indemnification Agreement (the “Indemnification Agreement”) with Mr. Early that is substantially the same as the indemnification agreements entered into by the Company and its directors and other executive officer. The Indemnification Agreement supplements the indemnification provisions already contained in the Company’s certificate of incorporation and generally provides that the Company will indemnify Mr. Early to the fullest extent permitted by law, subject to certain exceptions, against expenses, judgments, fines and other amounts incurred in connection with his service as an executive officer. The Indemnification Agreement also provides for rights to advancement of expenses and contribution. The obligations of the Company under the Indemnification Agreement continue after Mr. Early has ceased to serve as an executive officer of the Company. The foregoing description of the Indemnification Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the form of the Company’s indemnification agreement for its directors and executive officers, a copy of which was filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company with the U.S. Securities and Exchange Commission on August 8, 2016 and is incorporated herein by reference.

Except as described below, there are no arrangements or understandings between Mr. Early and any other persons pursuant to which he was selected and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K. There is no family relationship between Mr. Early and any director, executive officer or person nominated or chosen by the Company to become a director or executive officer that would require disclosure pursuant to Item 401(d) of Regulation S-K.

In addition, the Company entered into a Management Engagement Letter effective October 11, 2016 with Early Financial (the “Engagement Letter”) pursuant to which Early Financial will provide Mr. Early to perform the requisite services sufficient to enable Mr. Early to serve as the Company’s principal financial officer and principal accounting officer on behalf of the Company as Chief Financial Officer. Mr. Early is the sole member of Early Financial. Under the Engagement Letter, Early Financial will receive an hourly rate of \$250 per hour for the first 30 hours per week and \$200 per hour for time in excess of 30 hours per week, plus expenses. In general, either party may terminate the Engagement Letter by giving 30 days written notice to the other party. Early Financial shall be entitled to all unpaid fees and expenses in the event the Engagement Letter is terminated. In addition, the Engagement Letter requires the Company to indemnify Early Financial for certain losses that Early Financial sustains with respect to its provision of services or association with the Company and to indemnify Mr. Early with respect to third party claims through coverage under the Company’s insurance policy covering its officers and directors.

The foregoing description of the Engagement Letter is not complete and is subject to and qualified in its entirety by reference to the full text of the Engagement Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Management Engagement Letter, effective as of October 11, 2016, by and between Early Financial Consulting, LLC and Interpace Diagnostics Group, Inc.

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 hereunto duly authorized.

Interpace Diagnostics Group, Inc.

Date: October 14, 2016

By: /s/ Jack E. Stover

Name: Jack E. Stover

Title: President and Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Management Engagement Letter, effective as of October 11, 2016, by and between Early Financial Consulting, LLC and Interpace Diagnostics Group, Inc.

Early Financial Consulting, LLC
447 E. Prospect Ave, State College, PA 16801
Telephone: 610-517-1300
Email: jim@earlycfo.com

Exhibit 10.1

MANAGEMENT ENGAGEMENT LETTER

October 11, 2016

Jack E. Stover
President and CEO
Interpace Diagnostics Group, Inc.
300 Interpace Parkway
Parsippany, NJ 07054

Dear Jack:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the management services we will provide. It is our understanding that Interpace Diagnostics Group, Inc., a publicly listed molecular diagnostic company (the "Company"), is in need of a CFO. Early Financial Consulting, LLC, a Pennsylvania Limited Liability Company (EFC), is in the business of providing CFO and other management services, particularly to healthcare and professional service companies. The effective date of this letter is agreed to be October 11, 2016.

Below is a summary of the engagement:

1. Scope of Work -Early Financial Consulting (EFC) will provide James Early to perform the requisite outsourced finance and accounting services sufficient to be enable Early to execute corporate documents as the Principal Financial Officer that are periodically filed with the Securities and Exchange Commission (SEC) and other related documents on behalf of the Client as Chief Financial Officer.
2. Fees Schedule - Professional fees under this agreement will be charged at the hourly rate of \$250 per hour for the first 30 hours per week and \$200 per hour for time in excess of 30 hours per week. EFC shall be responsible for all taxes arising from compensation and other amounts paid under this engagement letter and neither federal, state, nor local income taxes shall be withheld or paid by the Company on behalf of EFC.
3. Weekly invoices are due within 15 days of presentment. EFC reserve the right to suspend services or to withdraw from this engagement in the event that any invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due, the Company agrees to reimburse EFC for costs of collection, including attorneys' fees. If EFC elects to terminate its services for nonpayment, the engagement will be deemed to have been completed upon written notification of termination and the Company will be obligated to compensate EFC through the date of termination.

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Early Financial Consulting, LLC
447 E. Prospect Ave, State College, PA 16801
Telephone: 610-517-1300
Email:jim@earlycfo.com

4. Expenses will be invoiced including local travel
5. Client Data - EFC will depend on Company data and assume that the Company has provided complete and accurate data in order to fully inform EFC in preparation to sign as Principal Financial Officer.
6. Insurance -EFC will be covered under the Company Director and Officer insurance policy
7. Independent Contractor -EFC shall not be deemed an employee
8. Limitation of Liability; Indemnification. In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction (collectively, "Losses") as a result of a claim, investigation, or other proceeding instituted by any third party for any reason with respect to these services or for any association with the Company, direct or indirect, you agree to indemnify us, defend us, and hold us harmless as against such obligation except for any Losses that are judicially determined to have resulted from our bad faith, willful misconduct or gross negligence. Additionally, Company shall indemnify Jim Early with respect to all third party claims by means of a Company D&O policy and shall cause Company insurance carrier to provide a certificate to him, as evidence thereof, both initially and as renewed .
9. Termination -Either party may terminate the agreement by giving 30 days written notice except as otherwise provided within this Agreement. EFC shall be entitled to all unpaid fees and expenses
10. Governing Law -New Jersey
11. Miscellaneous - entire agreement and is not assignable unless consented to in writing by EFC
12. W-9 will be attached to the agreement

EFC is authorized to speak for and represent the Company in any commercially reasonable manner within the guidelines of this Agreement, however, EFC is not authorized to obligate the Company without the prior written consent of the Company.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records.

Early Financial Consulting, LLC
447 E. Prospect Ave, State College, PA 16801
Telephone: 610-517-1300
Email: jim@earlycfo.com

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates then existing for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Mercer, New Jersey by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New Jersey law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding (other than professional fees incurred by each party) shall be borne by the Company.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the previous six months fees charged by us, and paid by you, for the services set forth in this engagement letter.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Very truly yours,

Early Financial Consulting, LLC

/s/ James Early
By: James Early
Member

October 12, 2016
Date

ACCEPTED AND AGREED:

Interpace Diagnostics Group,
Inc.

/s/ Jack E. Stover
By: Jack Stover
Its: CEO

October 12, 2016
Date