

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): September 20, 2013

OptimizeRx Corporation

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-53605

(Commission File Number)

26-1265381

(I.R.S. Employer Identification No.)

400 Water Street, Suite 200, Rochester, MI

(Address of principal executive offices)

48307

(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

(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 (17CFR 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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SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

On September 20, 2013, we entered into a Separation Agreement with Mr. Shad Stastney regarding the terms and conditions of his departure from the Company (the “Agreement”). Pursuant to the provisions of the Agreement, we agreed with Mr. Stastney as follows:

- As of the date of the Agreement, Mr. Stastney is no longer an officer or director of our company and all prior agreements with Mr. Stastney are terminated in their entirety;
- Mr. Stastney shall receive 500,000 shares of our common stock, half now and the rest by January 1, 2014;
- We agreed to use our best efforts to register Mr. Stastney’s shares on Form S-8 by March 1, 2014;
- We agreed to pay Mr. Stastney \$126,762 and his reasonable out of pocket expenses incurred on our behalf;
- The parties agreed to a mutual release of all claims and Mr. Stastney further agreed to certain covenants as provided for in the Agreement.
- Mr. Stastney will be involved with our company in a limited role as a consultant for one year to assist us on financing, strategic and legal initiatives and to help the transition with several ongoing projects.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Agreement filed as Exhibit 10.1 hereto and incorporated herein by reference.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Items 1.01 is incorporated into this Item 3.02 by reference.

The issuance of shares to Mr. Stastney under the Agreement was made in reliance upon an exemption from registration pursuant to Section 4(2) under the Securities Act of 1933.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The information set forth in Items 1.01 is incorporated into this Item 5.02 by reference.

On September 20, 2013, pursuant to the above Agreement, Mr. Stastney is no longer serving as our Chief Executive Officer, Chairman and Director. Mr. Stastney’s departure with our company was not the result of any disagreements with us regarding operations, policies, accounting practices or otherwise.

On September 20, 2013, we have appointed Mr. David Harrell as Chairman of our company, to hold office as provided for in his Employment Agreement.

The employment history for Mr. Harrell is provided for in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 12, 2013 (the “Annual Report”), which is incorporated herein by reference.

There are no family relationships among any of our current or former directors or executive officers.

Our newly-appointed officer has not had any material direct or indirect interest in any of our transactions or proposed transactions over the last two years, except as provided herein and as described in our Annual Report.

SECTION 8 - OTHER EVENTS

Item 8.01 Other Events

The information set forth in Items 1.01 is incorporated into this Item 8.01 by reference.

A copy of the press release relating to the departure of Mr. Stastney is attached as Exhibit 99.1.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Separation Agreement, dated September 20, 2013
99.1	Press release, dated September 20, 2013

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.

OptimizeRx Corporation

/s/ David Lester

David Lester

Chief Operating Officer

Date: September 20, 2013

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is entered into as of this 20th day of September, 2013 by and between OptimizeRx Corporation, a Nevada corporation (the "Company") and Shadron Stastney ("Stastney").

WHEREAS, on or about in January 14, 2013, the Company entered into an employment agreement with Stastney, which was amended on or about August 14, 2013 (collectively, the "Employment Agreement").

WHEREAS, as a result of the Employment Agreement, the Company and Stastney agreed to enter into an "Option Agreement," whereby Mr. Stastney would acquire two million (2,000,000) shares of the Company's common stock at an exercise price per share of \$1.00, with a term of 5 years. The option would immediately vest, but shall not be exercisable until the later of (i) January 1, 2014, and (ii) the date on which Vicis Capital Master Fund's stake has been fully redeemed. All of these agreements collectively, including the Employment Agreement and any other agreements, arrangements or understandings that may exist between the Company and Stastney prior to the date of this Agreement, are herein referred to as the "Stastney Agreements."

WHEREAS, the Company and Stastney without any admission of liability, desire to settle with finality, compromise, dispose of, and release all claims, demands and causes of action Stastney has or could assert against Company, whether arising out of the Stastney Agreements and/or the termination of the Employment Agreement or any of the Stastney Agreements, including, without limitation, the right to any notice of termination or payment in lieu, or any condition or benefit of employment or otherwise. This Agreement is not and shall not be construed as an admission by the Company of any liability, an admission against Company's interests, or any violation of Company's policies or procedures.

NOW, THEREFORE, in exchange for consideration, the adequacy of which is hereby acknowledged, the Company and Stastney agree as follows:

- 1. Separation.** Effective as of the date of this Agreement (the "Termination Date"), the Stastney Agreements are hereby terminated in their entirety and shall be of no further force or effect. As a result, effective as of the Termination Date, Stastney's employment is terminated as (a) Chairman, Chief Executive Officer and Director, and (b) all other officer, director, committee member and employee positions with the Company and its subsidiaries. Except as provided in Section 6 below, Stastney shall not be required to report for service after the Termination Date, and he shall vacate the Company's premises and return Company property by such date. For further clarity and without limiting the foregoing, Stastney shall not be entitled to any remuneration as set forth in the Stastney Agreements.
- 2. Payments.** The Company and Stastney hereby agree that the Company shall, in exchange for the release contained herein, issue to Stastney five hundred thousand (500,000) shares of the Company's common stock (the "Shares"). The Company agrees to issue half of the Shares within five (5) business days of the Termination Date and the remaining half of the Shares no later than January 1, 2014. The Company agrees to, within sixty (60) days of January 1, 2014 and, if permitted under the securities laws, file a Form S-8 registration statement with the Securities and Exchange Commission to register the Shares for resale.

In addition, for the release contained herein, the Company will pay to Stastney one hundred and twenty six thousand seven hundred and sixty two dollars (\$126,762) within fourteen (14) business days of the Termination Date. The Company shall also reimburse Stastney for any reasonable unpaid out of pocket expenses within fourteen (14) business days of the Termination Date.

3. **Release.** Except for the obligations set forth in this Agreement, each party hereby releases, remises, acquits and forever discharges any other party to this Agreement and their related or controlled entities, and all of their directors, officers, members, managers, partners, employees, servants, attorneys, assigns, heirs, successors, agents and representatives, past and present, and the respective successors, executors, administrators and any legal and personal representatives of each of the foregoing, and each of them, from any and all claims, demands, actions, causes of action, debts, liabilities, rights, contracts, obligations, duties, damages, costs, expenses or losses, of every kind and nature whatsoever, and by whomever asserted, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise or become known, in law or in equity, in the nature of an administrative proceeding or otherwise, for or by reason of any event, transaction, matter or cause whatsoever, with respect to, in connection with or arising out of Stastney's employment with the Company or otherwise from the beginning of time to the date of this Agreement, including, without limitation, any claims arising from or relating to the Stastney Agreements, any stock option, accrued or deferred compensation, supplemental agreements, or Stastney' employment or termination from employment with the Company, including a release of any rights or claims under any statute or common law relating to employment, wages, hours, or any other terms and conditions of employment as well as any claims for wrongful discharge, breach of contract, torts or any other claims in any way related to Stastney' employment or termination from employment with the Company, including any claim under any written or oral understandings relating to employment.

It is understood by the parties that the facts with respect to which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to a party or the parties or believed by a party or the parties to be true, and each party therefore expressly assumes the risk of the facts turning out to be so different and agrees that the foregoing release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. **Non-Disparagement.** Stastney agrees not to make any oral or written statements or otherwise take any action that is intended or may reasonably be expected to disparage the reputation, business, prospects or operations of the Company, its affiliates, officers, directors, stockholders or employees or any persons related to the foregoing and the Company agrees that it will not, and will use all reasonable efforts to cause its affiliates, officers directors, stockholders and employees not to make any oral or written statements or otherwise take any action that is intended or may reasonably be expected to disparage the reputation of Stastney.
5. **Confidentiality.** Stastney agrees that he will keep confidential all information and trade secrets of the Company and any of its subsidiaries or affiliates and will not disclose such information to any person without prior approval of the Board of Directors of the Company or use such information for any purpose. It is understood that for purposes of this Agreement the term "confidential information" is to be construed broadly to include all material nonpublic or proprietary information. Stastney shall promptly return any documents, records, data, books or materials of the Company or its subsidiaries or affiliates in his or its possession or control and any of his or its work papers containing confidential information or trade secrets of the Company or its subsidiaries or affiliates.

6. **Limited Engagement.** Effective upon the Termination Date, the Company hereby engages Stastney in the limited role as consultant to assist the Company on financing, strategic and legal initiatives and to help the transition with several ongoing projects. Stastney agrees to provide the time and effort necessary to accomplish these tasks as directed by the Company. The term of this engagement shall conclude no later than September 20, 2014 (the "Term"). The sole consideration for this engagement shall be the shares of stock to be issued by the Company to Stastney as provided for in Section 2 above. However, the Company will reimburse Stastney for any reasonable out of pocket expenses incurred in the consultancy and the Company may provide a year-end bonus or other bonus to Mr. Stastney, if at all, as determined by the Board of Directors in its sole discretion. Stastney shall be bound by the terms of this Agreement during the duration of the limited engagement and upon conclusion thereof, including but not limited to Sections 4 and 5 above. During the Term, Stastney shall be deemed for all purposes an independent contractor and not an employee, agent, joint venturer or partner of the Company or its subsidiaries. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and Stastney or any of its subsidiaries, principals, employees, representatives or agents. The Company is not obligated to and will not extend health insurance, life insurance, disability, other employee benefits or other perquisites customarily provided to its own employees. Stastney shall not at any time act or hold himself out to the public or the trade as an agent or employee of the Company.

For tax purposes, Stastney shall, as the Company deems necessary, receive a Form 1099 or other appropriate tax-related documents for his services as a consultant, and Stastney shall be responsible for his own taxes associated with his performance of the services and receipt of stock pursuant to this Agreement.

7. **Specific Performance; Injunctive Relief.** The parties acknowledge that the Company will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stastney set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to the Company upon any such violation, the Company shall have the right to seek enforcement of such covenants and agreements by specific performance, injunctive relief or by any other means available to the Company at law or in equity.
8. **Cooperation; Reimbursement.** Stastney shall, at the request of the Company, reasonably assist and cooperate with the Company in the defense and/or investigation of any third party claim or any investigation or proceeding, whether actual or threatened, including, without limitation, participating as a witness in any litigation, arbitration, hearing or other proceeding between the Company and a third party or any government body. The Company shall reimburse Stastney for all reasonable expenses incurred by him in connection with such assistance including, without limitation, travel expenses.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to the principles of conflict of laws.
10. **Complete Agreement.** This Agreement represents the complete agreement among the parties concerning the subject matter in this Agreement and supersedes all prior agreements or understandings, written or oral, including the Stastney Agreements. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.
11. **Voluntary Agreement.** This Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence. The Stastney acknowledges that the Stastney has read and fully understands the terms of this Agreement and has been advised to consult with an attorney before executing this Agreement.

12. Successors and Assigns. The Company will require any successor or assignee, whether direct or indirect, by purchase, merger, consolidation or otherwise, of all, or substantially all, of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if such succession or assignment had not taken place. This Agreement shall inure to the benefit of and be binding on Stastney' personal and legal representatives, executors, administrators, successors, heirs, distribute devisees and legatees.

The parties to this Agreement have executed this Agreement as of the day and year first written above.

OPTIMIZERX CORPORATION

By: /s/ David Lester

Name: David Lester

Title: Chief Operating Officer

/s/ Shadron Stastney

Shadron Stastney



Better Access. PRESS RELEASE
Better Results.

**OPTIMIZERx Corporation Announces the Resignation of the Companies
Current CEO & Chairman Mr. Shadron L. Stastney**

ROCHESTER, Mich., Sept. 20, 2013 /PRNewswire/ -- OPTIMIZERx Corp. (OTCQB: OPRX) today announced that the Company's current Chief Executive Officer, Mr. Shadron L. Stastney, has provided the Board of Directors his resignation for personal reasons. While the Company's Board of Directors has accepted his resignation, effective today, the Company will retain Mr. Stastney's services on a limited basis for advisory work through the end of the year to help the transition with several ongoing projects.

The Companies Co-Chairman and founder Mr. David Harrell added, "We appreciate all the valuable contributions made by Mr. Stastney, and we wish him the best of luck in his future endeavors."

Mr. Harrell also stated, "The Company has initiated a search for an executive with proven leadership qualities and experience in the pharmaceutical industry."

Mr. Harrell added "I will reassume as Chairman of the Board, and we are also considering adding additional staff as our business continues to grow and diversify into additional services such as our OptimizEHR™ strategic planning service that we recently rolled out to help pharmaceutical manufacturers to develop robust brand based digital offerings for the burgeoning Electronic Health Care Records (EHR), software industry."

About OPTIMIZERx Corp : OPTIMIZERx Corp. (OTCBB: OPRX) provides unique consumer and physician platforms to help patients better afford and comply with their medicines and healthcare products, while offering pharmaceutical and healthcare companies effective ways to expand patient awareness, access and adherence to their medications. For more information, please go to www.optimizerxcorp.com

'SAFE HARBOR' This press release contains forward-looking statements within the definition of Section 27A of the Securities Act of 1933, as amended and such section 21E of the Securities Act of 1934, amended. These forward-looking statements should not be used to make an investment decision. The words 'estimate,' 'possible' and 'seeking' and similar expressions identify forward-looking statements, which speak only as to the date the statement was made. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events, or otherwise. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted, or quantified. Future events and actual results could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. The risks and uncertainties to which forward-looking statements are subject include, but are not limited to, the effect of government regulation, competition and other material risks.