

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): July 31, 2017

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## **SECTION 1 – Registrant’s Business and Operations**

### **Item 1.01 Entry into a Material Definitive Agreement**

The information provided in Item 5.02 concerning the entry into a material definitive agreement is incorporated by reference in this Item 1.01.

## **SECTION 5 – Corporate Governance and Management**

### **Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers**

Effective August 1, 2017, we have appointed Ms. Miriam Paramore as our President.

Ms. Paramore, age 54, has vast experience with healthcare companies, running businesses from start-ups to large divisions of public and private companies. Her early career was spent Ernst & Young, as a Healthcare Management Consultant. She has since occupied executive level and director positions at several healthcare companies. Most recently, from April 2016 to April 2017, Ms. Paramore served as COO and CTO of Lucro, Inc., a privately held company in Nashville, Tennessee focused on the healthcare sector. From March 2015 to February 2016, she served as Executive Vice President of PDX a privately held company in Fort Worth, Texas that provides health information technology for pharmacies. From May 2008 to December 2013, she served as Executive Vice President of Emdeon, Inc. in Nashville, Tennessee, a health information technology and tech-enabled services company.

Aside from that provided above, Ms. Paramore does not hold and has not held over the past five years any other directorships in any company with a class of securities registered pursuant to Section 12 of the Exchange Act or subject to the requirements of Section 15(d) of the Exchange Act or any company registered as an investment company under the Investment Company Act of 1940.

There are no family relationships between Ms. Paramore and any of our directors or executive officers.

Aside from the following, Ms. Paramore has not had any material direct or indirect interest in any of our transactions or proposed transactions over the last two years.

Prior to her appointment as President, Ms. Paramore had been consulting with our company through her company, Last Mile Health, LLC.

On July 10, 2017, we entered into an agreement with Ms. Paramore to act as President of our company. Pursuant to the agreement, Ms. Paramore will receive an annual base salary of \$220,000 and she will be eligible for a bonus of up to 40% of her base salary based on our executive bonus plan.

In addition, we also agreed to recommend to the Board of Directors that our company grant to Ms. Paramore an option under our 2013 Incentive Plan to purchase 500,000 shares of our common stock with an exercise price at fair market value per share on the date of grant.

The options will be subject to vesting and other terms as set forth in the 2013 Incentive Plan, Stock Option Grant Notice and Stock Option Agreement.

The agreement further provides that if Ms. Paramore’s employment with us is involuntarily terminated without cause, Ms. Paramore will be entitled to receive a severance payment of six months of her applicable base pay, provided that she has served for a period of six months beforehand. Once she has served 12 months, she will be entitled to receive a severance payment of twelve months of salary.

The agreement contains a Business Protection Agreement that contains restrictive covenants that include a non-compete both during her employment and for a period of one year thereafter, and an inventions assignment clause both during her employment and for a period of six months thereafter. The agreement also contains a confidentiality provision.

The foregoing description of the agreement is qualified in its entirety by reference to the full text of the agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

## SECTION 8 – Other Events

### Item 8.01 Other Events

On July 31, 2017, we issued a press release concerning the appointment of Ms. Paramore to the new position of President of our company. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Item 8.01 of this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

## SECTION 9 – Financial Statements and Exhibits

### Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Employment Agreement, dated July 17, 2017, by and between OptimizeRx Corp. and Miriam Paramore</a>
99.1	<a href="#">Press release, dated July 31, 2017</a>

**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/ Doug Baker

\_\_\_\_\_  
Doug Baker  
Chief Financial Officer

Date: August 1, 2017



July 17, 2017

Ms. Miriam Paramore  
2204B 11th Ave S  
Nashville, TN 37204

Dear Miriam:

On behalf of OptimizeRx Corporation (the "Company"), we are extremely excited to extend an offer to join us full-time in the exempt position of President with an anticipated start date of date of August 1, 2017. The terms of our offer are outlined below and are subject to a standard background check.

Base Salary. Your annual base salary is \$220,000 at the rate of \$9,167.00 per semi-monthly pay period, representing payment for all hours worked ("Base Salary"). Your Base Salary is payable in accordance with the Company's regular payroll practices and subject to customary and required withholdings and deductions. Your pay for the first pay period of your employment will be prorated based on the number of days you work in that pay period.

#### Bonus

As President, you are eligible for a bonus as outlined herein. Your annual bonus target will be 40% of your annual salary, payable in a lump sum at such time as may be determined by our Board of Directors, but no later than the earlier of ten (10) business days after we finalize our audited financial statements for the fiscal year; or ninety (90) days following the end of such fiscal year. To be eligible to receive a payment, you must be employed by OptimizeRx at the time any bonuses are paid. Based on your Hire Date, you will be eligible for a pro-rated annual bonus for the 2017 fiscal year during which you were employed by OptimizeRx. Whether a bonus will be awarded, and in what amount, will be based on revenue goals and EBITDA as set forth in our bonus plan. Please see Attachment A, which is incorporated herein by reference, for the complete terms and conditions of your bonus plan.

#### Equity

As President, you will be granted a one-time stock option to purchase five hundred thousand (500,000) shares of restricted common stock (the "Option Grant") under the OptimizeRx 2013 Incentive Plan (the "Plan"). The Option Grant will vest in 20% increments annually on each of the first, second, third, fourth and fifth anniversaries of the original grant date. Your Option Award will be subject to all the terms, conditions and restrictions of the Form of Option Grant Agreement and the Plan. Please see Attachment B, which is incorporated herein by reference, for the terms and conditions of your Form of Option Grant Agreement. The exercise price will be the closing market price of the stock on the date of grant. The grant date for your Option Grant is anticipated to be August 2, 2017 when approved by the compensation committee of the Board of Directors and in no circumstance, will be later than August 15, 2017.

---

Job Responsibilities. As President, your responsibilities will include, but are not limited to the following:

- Manage all day-to-day elements of the business
- Coordinate between product, technology, strategy and commercial activities for pharmaceutical companies, agencies and channel partners
- Meet Channel growth and Revenue Goals through distribution of OptimizeRx Solutions
- Assist CEO in all strategic decisions around product, technology and partnerships
- Providing relevant reporting and research to CEO and Board as requested or required, with frequent attendance and presentation of results
- Management the compensation and MBO plans for all team members
- Manage the revenue assessment of all new product, service or channel

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical and dental insurance and short and long-term disability benefits. Our 401k plan includes a company match of up to 4%, depending on how much you contribute. You will also be eligible to participate in the Company vacation plan. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Expense Reimbursement. We will reimburse you for all approved business travel costs incurred by you pursuant to the terms of the Company travel policy. Additionally, travel and accommodations shall be provided during required time within the corporate offices per approved travel budget from board.

At-Will Employment. Please note that you are not being offered employment for a definite period of time, and that either you or the Company may terminate your employment at any time for any reason, with or without cause or notice, except as prohibited by law. Nothing in this offer to you should be interpreted as creating anything other than an at-will employment relationship.

Severance Pay. If your employment agreement is terminated at any time by the Company without cause (as defined in the Plan) after six (6) months, which termination shall be effective immediately upon the date of delivery of written notice to you (or at such later date as otherwise specified in such notice), the Company shall continue to pay you, as severance pay, the monthly portion of your Base Compensation for a period of six (6) months following such termination, subject to your continued compliance with the terms and conditions of this Agreement and the Business Protection Agreement. If your employment agreement is terminated at any time by the Company without cause after your one year anniversary, the Company shall continue to pay you, as severance pay, the monthly portion of your Base Compensation for a period of twelve (12) months following such termination, subject to your continued compliance with the terms and conditions of this Agreement and the Business Protection Agreement.

Business Protection Agreement. The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Accordingly, as a condition of your employment with the Company, you will be required to execute and return to the Company the enclosed Business Protection Agreement on or before your first day of employment.

Required I-9 Documentation. Your employment by the Company is also subject to you providing the Company with proof of your legal right to work in the United States by completing the Form I-9 and providing Company with the accepted documents specified on the Form I-9 on your first day of employment.

Certifications. As a condition of your employment, you certify to the Company that you are free to enter into and fully perform the duties of your position, and that you are not subject to any employment, confidentiality, non-competition or other agreement that would restrict your performance for the Company. If you are subject to any such agreement, please forward it to the Company as soon as possible.

Additionally, as a condition of your employment, you certify that you will not disclose to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. You further affirm that you have not divulged or used any such information for the benefit of the Company, and that you have not and will not misappropriate any such information from any former employer.

Entire Agreement. This offer letter and your signed Business Protection Agreement, states the terms of your employment and supersedes and cancels any prior oral or written representations, offers or promises made by the Company and any understandings or agreements, whether written or oral, between the Company and you.

If you have any questions, please do not hesitate to call me to discuss. If this offer is acceptable, please sign and date below and return one copy of this letter to the Company no later than 5:00 p.m. on June 30, 2017, at which point in time the terms set forth in this letter shall expire.

Once again Miriam, we are extremely excited at the prospect of you joining us and welcome to OptimizeRx!

With kind regards,

/s/ William J. Febbo  
William J. Febbo  
CEO

Acknowledged and agreed:

/s/ Miriam Paramore  
Miriam Paramore  
Dated: 7/10/2017



## **OptimizeRx Appoints Health IT Industry Veteran, Miriam Paramore, as President; Paramore to Drive Scale as OptimizeRx Offers Medication Savings at Point-of-Care**

**Rochester, MI (July 31, 2017)** OptimizeRx Corp. (OTCQB: OPRX), a digital health platform and leader in the electronic distribution of co-pay discount coupons and clinical information through electronic healthcare records (EHR) and e-prescription (eRx), has appointed prominent health IT industry veteran, investor and strategist, Miriam Paramore, as president.

Paramore will lead the effort to scale the company as its EHR network continues to expand. Reaching more than 500,000 healthcare providers nationwide, the OptimizeRx network of leading EHRs delivers patient medication savings and clinical information to ambulatory and acute care providers. The platform promotes patient savings and support from the world's largest pharmaceutical companies, including Pfizer, Merck, Lilly, Novartis, AstraZeneca and others.

"Given our expanding customer base of top pharmaceutical companies, as well as major channel partners like DrFirst, Allscripts and Practice Fusion, Miriam's experience with scaling health technology companies brings timely and highly complementary strengths to our OptimizeRx team," said company CEO, William Febbo.

"Miriam will focus on enhancing our reach to healthcare providers, further developing the technology solutions we deliver, and assuring best-in-class operations for our clients and partners. Her deep technological understanding of the healthcare landscape, especially EHRs, will help us drive broader and more direct access to the point-of-care."

Paramore brings more than 30 years of experience in healthcare and health IT, including recent strategy work with the private equity community, personal investments and executive roles in start-up and early-stage digital health companies.

During her tenure as EVP at Emdeon (now Change Healthcare), she was responsible for corporate strategy and product development, as the company grew to over \$1.2 billion in revenue and completed the largest IPO in health IT history.

Paramore has served on several boards, including the Medicaid HMO CareSource and the HIMSS national board of directors, and she conceived and architected the U.S. Healthcare Efficiency Index™ that led to the passage of electronic provider payment provisions in the Affordable Care Act.

"I am as passionate as ever about the power of information to improve health," said Paramore. "OptimizeRx already reaches over half of all healthcare providers who electronically prescribe, creating opportunities for more than 1 million patients monthly to better afford their medications. However, there still remains a largely untapped opportunity to reach more providers, help more patients, and improve our healthcare system by 'connecting the dots' via the OptimizeRx network. I'm thrilled to join the team, as we combine passion and purpose to drive company growth."

Learn more about OptimizeRx by visiting [www.optimizerx.com](http://www.optimizerx.com).

---



**About OptimizeRx Corp**

Based in Rochester, Michigan, OptimizeRx Corporation (OTCQB: OPRX) is a health technology software company that is revolutionizing the point of care experience through technology to improve clinical decisions and outcomes. OptimizeRx's unique consumer and physician platforms help patients better afford and comply with their medicines and healthcare products, while offering pharmaceutical and healthcare companies effective ways to expand awareness, access and adherence to their medications.

OptimizeRx core product replaces drug samples with electronic trial vouchers and copay coupon savings that are electronically added to an e-Prescription and sent electronically to the pharmacy and is integrated within leading electronic health record (EHR) platforms in the country, including Allscripts, DrFirst, NewCrop, Quest Diagnostics, Practice Fusion and other EHRs to reach over 500,000 healthcare providers. In turn, OptimizeRx promotes patient savings and support from the world's largest pharmaceutical companies, including Pfizer, Merck, Lilly, Novartis, AstraZeneca and many others. For more information, visit [www.optimizeRx.com](http://www.optimizeRx.com).

**Important Cautions Regarding Forward Looking Statements**

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.

**OptimizeRx Contact:**

Doug Baker, CFO  
[dbaker@optimizeRx.com](mailto:dbaker@optimizeRx.com)  
Tel (248) 651-6568 x807

**Investor Relations Contact:**

Ron Both, CMA  
[oprX@cma.team](mailto:oprX@cma.team)  
Tel (949) 432-7557

---