



## Edgar Filing: METROPOLITAN HEALTH NETWORKS INC - Form 8-K

Company. Effective April 6, 2007, Ms. Finnel also resigned from the Board of Directors of the Company. The termination of these relationships did not involve any disagreements between Ms. Finnel and the Company. Ms. Finnel has agreed, to the extent reasonably requested by the Company, to cooperate with the Company for ninety days following the Separation Date in order to generally assist the Company with the transition to an interim President of the Company's Health Maintenance Organization (the "HMO").

The Company has appointed an interim President of the HMO to assist and lead the HMO for a three month period while the Company conducts a search for Ms. Finnel's replacement. During the search period, the Company anticipates that this interim President of the HMO as well as the Company's other executive officers will assume the duties previously performed by Ms. Finnel.

(e) In consideration of Ms. Finnel's long term commitment to the Company, the Company entered into a mutually agreeable Separation Agreement (the "Separation Agreement") with Ms. Finnel on April 9, 2007. The Separation Agreement will become effective seven days following the Execution Date (the "Effective Date") unless revoked by Ms. Finnel prior to the Effective Date.

The Separation Agreement provides, among other things, that:

- o Ms. Finnel will receive all base salary, bonus and unused vacation earned but unpaid through the Separation Date;
- o Ms. Finnel will be entitled to receive her base salary for twelve months following the Separation Date, payable monthly in accordance with the Company's normal payroll practices;
- o Ms. Finnel will be entitled to participate in certain of the Company's benefit programs for twelve months following the Separation Date; and
- o Ms. Finnel will be entitled to receive an automobile allowance of \$1500 per month and a mobile telephone allowance of \$250 per month for twelve months following the Separation Date.

All outstanding stock options held by Ms. Finnel will remain subject to the terms and conditions of the applicable Company stock option plan and agreement evidencing the option.

Under the Separation Agreement, Ms. Finnel has agreed to be bound by restrictive covenants regarding, among others things, non-competition with the Company for a one year period, non-solicitation of the Company's employees for a two-year period and confidentiality. Ms. Finnel has also provided a general release of claims in favor of the Company and related parties.

The Separation Agreement terminates the employment agreement previously entered into between the Company and Ms. Finnel.

The foregoing does not constitute a complete summary of the terms of the Separation Agreement, and reference is made to the complete text of the Agreement, which is attached hereto as Exhibit 10.1.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Edgar Filing: METROPOLITAN HEALTH NETWORKS INC - Form 8-K

10.1 Separation Agreement, dated as of April 9, 2007, by and between Debra A. Finnel and Metropolitan Health Networks, Inc.

99.1 Press Release dated April 9, 2007

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.

Date: April 9, 2007

METROPOLITAN HEALTH NETWORKS, INC.

By: /s/ Roberto L. Palenzuela

-----  
Roberto L. Palenzuela  
Secretary and General Counsel