
**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): July 18, 2011

ADDUS HOMECARE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34504
(Commission
File Number)

20-5340172
(IRS Employer
Identification Number)

2401 South Plum Grove Road, Palatine, Illinois
(Address of principal executive offices)

60067
(Zip Code)

(847) 303-5300
(Registrant's telephone number, including area code)

N/A
(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 1.01. Entry into a Material Definitive Agreement

Addus HealthCare, Inc. (“Addus HealthCare”), a wholly-owned subsidiary of Addus HomeCare Corporation (the “Company”), has entered into an Amendment No. 1 to Employment and Non-Competition Agreement with Gregory Breemes (the “Employment Agreement Amendment”).

Pursuant to the Employment Agreement Amendment, Mr. Breemes and Addus HealthCare agreed that Mr. Breemes will begin his employment as Addus HealthCare’s Vice President of Home Health on July 18, 2011, rather than July 25, 2011 as previously agreed. The other terms of the Employment and Non-Competition Agreement, between Addus HealthCare and Mr. Breemes (the “Original Employment Agreement”), remain unchanged. The terms of the Original Employment Agreement were described in more detail on the Current Report on Form 8-K filed on June 23, 2011 and the Original Employment Agreement was attached thereto as Exhibit 99.1 and incorporated by reference therein.

This summary is qualified in its entirety by reference to the full text of the Employment Agreement Amendment attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 5.02(c). Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Gregory Breemes, age 57, was appointed Vice President of Home Health for Addus HealthCare effective July 18, 2011. Prior to his appointment, Mr. Breemes served as Chief Operating Officer at Alacare Home Health and Hospice, a regional operator with combined census of more than 5,000. Prior to Alacare, Mr. Breemes was Regional VP of Operations and Business Development at Odyssey. Mr. Breemes entered the home health industry as VP of Sales and Business Development at Gentiva. Earlier in his career, Breemes held various sales and management positions at Innovex/Novartis Pharmaceuticals and White Hall Laboratories/American Home Products. Mr. Breemes earned his Bachelor of Science from South Dakota State University and he took courses towards a Master of Business Administration at Kansas State University.

The information contained in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 1 to Employment and Non-Competition Agreement, effective July 18, 2011, by and between Addus HealthCare, Inc. and Gregory Breemes
99.2	Employment and Non-Competition Agreement, effective July 25, 2011, by and between Addus HealthCare, Inc. and Gregory Breemes (filed on June 23, 2011 as Exhibit 99.1 to the Company’s Current Report on Form 8-K and incorporated by reference herein)

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.

ADDUS HOMECARE CORPORATION

Dated: July 19, 2011

By: /s/ Dennis B. Meulemans

Name: Dennis B. Meulemans

Title: Chief Financial Officer

Exhibit Index

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99.2	Employment and Non-Competition Agreement, effective July 25, 2011, by and between Addus HealthCare, Inc. and Gregory Breemes (filed on June 23, 2011 as Exhibit 99.1 to the Company's Current Report on Form 8-K and incorporated by reference herein)

AMENDMENT NO. 1 TO EMPLOYMENT AND NON-COMPETITION AGREEMENT

This AMENDMENT NO. 1 TO EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Amendment"), effective as of July 18, 2011, amends the Employment and Non-Competition Agreement, effective as of July 25, 2011 (the "Employment Agreement"), between Addus HealthCare, Inc. (the "Company") and Gregory Breemes (the "Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Employment Agreement.

WITNESSETH:

WHEREAS, Section 13 of the Employment Agreement provides that the Employment Agreement may not be changed, modified or amended except in writing signed by both parties;

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth below.

NOW, THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment of Employment Agreement. The Effective Date of the Employment Agreement shall be July 18, 2011.

2. Nature of Agreement; No Other Amendments.

(a) The parties hereby acknowledge and agree that this Amendment constitutes an amendment to the Employment Agreement in accordance with Section 13 thereof.

(b) Except as specifically amended by this Amendment, all other terms and provisions of the Employment Agreement shall remain in full force and effect.

(c) Each reference in the Employment Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import referring to the Employment Agreement shall mean and be a reference to the Employment Agreement as amended by this Amendment.

3. Captions. The section captions used herein are reference purposes only, and shall not in any way affect the meaning or interpretation of this Amendment.

4. Counterparts. This Amendment may be executed in more than one counterpart, all of which taken together shall constitute one instrument. The parties hereto may execute this Amendment by facsimile or PDF signature.

5. Governing Law. This Amendment shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Illinois as applied to agreements entirely entered into and performed in Illinois by Illinois residents exclusive of the conflict of laws provisions of any other state.

IN WITNESS WHEREOF, the parties hereto here caused this Amendment to be duly executed by as of the day and year first above written.

ADDUS HEALTHCARE, INC.

By: /s/ Mark Heaney

Name: Mark Heaney

Title: President & Chief Executive Officer

/s/ Gregory Breemes

Gregory Breemes