
**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): April 29, 2015

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)

2300 Warrenville Rd.
Downers Grove, IL
(Address of principal executive offices)

60515
(Zip Code)

630-296-3400
(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

Donald Klink Employment Agreement

On April 29, 2015, Addus HealthCare, Inc. ("Addus HealthCare"), a wholly-owned subsidiary of Addus HomeCare Corporation (the "Company"), entered into an Employment and Non-Competition Agreement with Donald Klink (the "Employment Agreement"), which will be effective May 11, 2015 (the "Effective Date").

Pursuant to the Employment Agreement, Addus HealthCare will employ Mr. Klink as its Chief Financial Officer beginning on the Effective Date. The Employment Agreement has a term of four years commencing on the Effective Date (the "Initial Employment Term"). At the end of the Initial Employment Term, the Employment Agreement will renew for successive one year terms unless earlier terminated pursuant to the terms of the Employment Agreement.

Pursuant to the Employment Agreement, Mr. Klink is entitled to an annual base salary of \$300,000 and, at the discretion of the Compensation Committee (the "Compensation Committee") of the Company's Board of Directors, an annual bonus in an amount equal to up to forty percent (40%) of his annual base salary, based on the Company's evaluation of his performance compared to established Company and/or individual objectives at the target levels, and up to 70% of his annual base salary for performance against established objectives at the maximum levels, in each case, at the discretion of the Company's Board of Directors. Mr. Klink is also entitled to participate in Addus HealthCare's health, disability, vacation and 401(k) plans, with matching contributions by Addus HealthCare of up to 6% of Mr. Klink's annual contribution. In addition, Mr. Klink is entitled to a life insurance policy with a death benefit of up to five times his base salary, although Addus HealthCare is not required to pay more than 3% of Mr. Klink's base salary for such insurance policy.

In connection with his employment, on the Effective Date, Mr. Klink will be granted nonqualified stock options pursuant to the Company's 2009 Stock Incentive Plan (the "Stock Incentive Plan") to purchase 40,000 shares of the Company's common stock, par value \$0.001 per share ("Common Stock"). The options will vest over a four year period subject to the terms and conditions set forth in the Stock Incentive Plan and the Nonqualified Stock Option Award Agreement, dated as of the Effective Date, between the Company and Mr. Klink. The options will be exercisable at the fair market value of the Company's Common Stock on the date of grant. In addition, on the Effective Date, Mr. Klink will be granted 10,000 shares of restricted Common Stock, which will vest over a three year period following the Effective Date, subject to the terms and conditions of the Stock Incentive Plan and the Restricted Stock Award Agreement, dated as of the Effective Date, between the Company and Mr. Klink.

If Mr. Klink's employment is terminated with "reasonable cause" (as defined in the Employment Agreement), by reason of his death or disability or by Mr. Klink without "good reason" (as defined in the Employment Agreement), he will be entitled to receive (i) any unpaid base salary for the period prior to the date of termination, (ii) any unpaid benefits for the period prior to the date of termination and (iii) in the case of termination by reason of death or disability, eligibility for life or disability insurance benefits contemplated by the Employment Agreement.

If (a) Mr. Klink's employment is terminated without reasonable cause or for good reason, subject to the conditions set forth in the Employment Agreement, he will be entitled to receive his "base cash compensation" (as defined in the Employment Agreement) payable in equal installments for twelve months following termination, or (b) if Mr. Klink's employment is terminated without reasonable cause in connection with a "change in control" (as defined in the Employment Agreement), he will be entitled to receive his "annual cash compensation" (as defined in the Employment Agreement) for twelve months following termination, less any other severance amounts received pursuant to the foregoing clause (a). In either case, Mr. Klink will also be entitled to receive (i) any unpaid base salary for the period prior to the date of termination, (ii) a pro rata portion of his bonus, (iii) any unpaid benefits for the period prior to the date of termination and (iv) continuation of all benefits during such period (subject to early termination as provided in the Employment Agreement).

Pursuant to the Employment Agreement, Mr. Klink has agreed that during the Initial Employment Term and any extension thereof, and for one year following termination, Mr. Klink will not compete with the business of Addus HealthCare or certain of its affiliates or solicit any business from any customer thereof. The Employment Agreement also prohibits Mr. Klink from disclosing any confidential information of Addus HealthCare and certain of its affiliates. Mr. Klink has agreed to assign all inventions developed during the employment period to Addus HealthCare. Mr. Klink has also agreed not to disparage Addus HealthCare or certain of its affiliates.

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

Dennis Meulemans Separation Agreement and General Release

On April 29, 2015, Addus HealthCare entered into a Separation Agreement and General Release with Dennis Meulemans (the "Separation Agreement").

Pursuant to the Separation Agreement, which is effective May 1, 2015, Mr. Meulemans will continue to make himself reasonably available for one year following his retirement to provide consulting services to Addus HealthCare as may be necessary in connection with the transition of work to his successor. As compensation for these transition services during the one-year period, Mr. Meulemans will receive aggregate compensation of \$393,655 and payment of an amount necessary to cover COBRA benefit costs. He will continue to be subject to non-competition, non-solicitation, non-disclosure and non-disparagement restrictions during this transition period. He will also receive a gross-up for the employer-paid portion of payroll taxes had he received these payments as an employee.

This summary is qualified in its entirety by reference to the full text of the Separation Agreement attached hereto as Exhibit 99.2 and incorporated by reference herein.

Item 2.02. Results of Operations and Financial Condition

On April 30, 2015, the Company issued a press release announcing its earnings for the fiscal quarter ended March 31, 2015. A copy of the press release is furnished as Exhibit 99.3 to this report

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

Appointment of Donald Klink as Chief Financial Officer

Donald Klink, age 56, is expected to be appointed Chief Financial Officer of Addus HealthCare effective May 11, 2015. Mr. Klink has over 30 years of in-depth financial experience from his work at both public and private companies. From October 2013 through April 2015, Mr. Klink provided various senior financial consulting services, including assignments through Tatum US, a management consulting firm. From 2009 to 2013, Mr. Klink worked at Hudson Global, Inc., a public talent solutions company, as the Americas CFO and General Manager of Financial Solutions. Prior to that, Mr. Klink held financial positions of increasing responsibility, including 10 years at publicly held Helene Curtis Industries, Inc. and Unilever P.L.C. after its acquisition of Helene Curtis Industries, Inc., where he, in addition to other positions, served as VP and Controller of a major business unit. Mr. Klink received his MBA from the University of Chicago and is a licensed CPA.

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

Retirement of Dennis Meulemans

Effective May 1, 2015, Dennis Meulemans, the Company's Chief Financial Officer, will commence his previously-announced retirement.

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

Item 7.01. Regulation FD Disclosure

On April 30, 2015, the Company issued a press release announcing its earnings for the fiscal quarter ended March 31, 2015 and the appointment of Mr. Klink as Chief Financial Officer. A copy of the press release is furnished as Exhibit 99.3 to this Current Report on Form 8-K.

The information in this Item of the Current Report, including the attached Exhibits, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Employment and Non-Competition Agreement, effective May 11, 2015, by and between Addus HealthCare, Inc. and Donald Klink
99.2	Separation Agreement and General Release, dated as of April 29, 2015, by and between Addus HealthCare, Inc. and Dennis Meulemans
99.3	Press release of Addus HomeCare Corporation dated April 30, 2015

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: April 30, 2015

By: /s/ Dennis B. Meulemans

Name: Dennis B. Meulemans

Title: Chief Financial Officer

Exhibit Index

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99.3	Press release of Addus HomeCare Corporation dated April 30, 2015

EMPLOYMENT AND NON-COMPETITION AGREEMENT

This EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Agreement") is effective as of May 11, 2015 (the "Effective Date"), by and between Addus HealthCare, Inc., an Illinois corporation (the "Company"), and Donald Klink, an individual domiciled in the State of Illinois (the "Executive").

WHEREAS, the Company, its parent and its subsidiaries (collectively, the "Addus HealthCare Group") provide home care services to individuals, county and state governments, health maintenance organizations, independent physician associations, insurance companies, facilities, other business purchasers of such services, and to the general public at large.

WHEREAS, the Company desires to employ the Executive as its Chief Financial Officer, and the parties hereto desire to enter this Agreement to secure the Executive's employment, all on the terms and conditions set forth herein.

WHEREAS, by virtue of the Executive's employment by the Company pursuant to the terms hereof, the Executive will obtain and become familiar with certain valuable confidential and proprietary information relating to the Addus HealthCare Group, its customers and employees.

WHEREAS, the Company desires to protect the goodwill and all proprietary rights and information of the Addus HealthCare Group.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, agree as follows:

1. Effectiveness; Term of Employment.

- (a) This Agreement shall automatically become effective on the Effective Date provided the Executive commences employment on such date; otherwise, this Agreement shall automatically terminate on the Effective Date and shall be deemed never to have become effective.
- (b) The Company hereby employs the Executive, and the Executive hereby accepts employment by the Company, for the period commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date, or on such earlier date as provided pursuant to the terms and conditions of this Agreement (the "Initial Employment Term"). At the end of the Initial Employment Term, this Agreement shall automatically renew for successive one (1) year terms (each, as may be earlier terminated pursuant to the terms and conditions of this Agreement, an "Additional Employment Term" and, together with the Initial Employment Term, as may be earlier terminated pursuant to the terms and conditions of this Agreement, the "Employment Term"), unless either party provides notice to the other of its or his intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Employment Term or any Additional Employment Term (a "Non-Renewal"). During the Employment Term, the Executive shall (i) devote

substantially all of his professional time, loyalty and efforts to discharge his duties hereunder on a timely basis; (ii) use his best efforts to loyally and diligently serve the business and affairs of the Addus HealthCare Group; and (iii) endeavor in all respects to promote, advance and further the Addus HealthCare Group's interests in all matters.

2. **Employment Duties.**

During the Employment Term, the Company will employ the Executive as its Chief Financial Officer, a senior executive position that reports directly to the Chief Executive Officer of the Company. The Executive's principal duties and responsibilities shall be those reflected in the employment description set forth on Exhibit A hereto.

3. **Compensation.**

The Company will pay the Executive as follows during the Employment Term:

- (a) **Base Salary.** Commencing on the Effective Date of this Agreement, the Company shall pay the Executive a base salary at the annual rate of Three Hundred Thousand Dollars (\$300,000), which shall be paid in accordance with the normal payroll practices of the Company and shall be subject to applicable withholdings and deductions. Thereafter, the Executive's base salary shall be subject to review and adjustment upward by the compensation committee (the "Compensation Committee") of the board of directors of Addus HomeCare Corporation ("Addus HomeCare") (the "Board of Directors") on or about each anniversary of the Effective Date for each year during the Employment Term (as adjusted from time-to-time, the "Base Salary").
- (b) **Bonus.** The Executive, at the discretion of the Compensation Committee, shall be eligible (but not entitled) to receive an annual bonus as set forth on Exhibit B hereto. The Compensation Committee, at its sole discretion, may determine the amount of the annual bonus, if any, to which the Executive may become entitled based on the quantitative and qualitative factors described on Exhibit B or any other factors the Compensation Committee may deem appropriate from time to time. All amounts payable pursuant to this Section 3(b), if any, shall be paid within no more than thirty (30) days after completion of Addus HomeCare's audited financial statements for the most recently completed fiscal year and shall be subject to applicable withholdings and deductions. Bonus is not salary and is earned on the day it is paid. To be eligible to receive the bonus, the Executive must be actively employed and must not have given notice of termination on or prior to such date.
- (c) **Options.** On the Effective Date, the Executive will be granted a nonqualified stock option pursuant to Addus HomeCare's 2009 Stock Incentive Plan (the "Plan") to purchase 40,000 shares of Addus HomeCare's common stock, par value \$0.001 per share ("Common Stock"), pursuant to a Nonqualified Stock

Option Award Agreement to be entered into by the Executive and Addus HomeCare. On the Effective Date, the Executive will also be granted 10,000 restricted shares of Common Stock under the Plan pursuant to a Restricted Stock Award Agreement to be entered into by the Executive and Addus HomeCare.

4. Expenses.

It is recognized that the Executive in the performance of his duties hereunder may be required to expend sums for travel (*e.g.*, airfare, automobile rental, etc.), entertainment and lodging. During the Employment Term, the Company shall reimburse the Executive for reasonable business expenses incurred by him during the Employment Term in connection with the performance of his duties hereunder conditioned upon and subject to the Company's established policies and procedures, including written receipt from the Executive of an itemized accounting in accordance with the Company's regular business expense verification practices.

5. Benefits.

During the Employment Term, the Executive shall be entitled to benefits under such plans, programs or arrangements as the Board of Directors may establish or maintain from time to time for similarly-situated employees, and in accordance with its policies, which may change at the sole discretion of the Board of Directors. Benefits as of the Effective Date are:

- (a) Four (4) weeks paid vacation during each year of employment. Subject to the Company's established policies and procedures, vacation may be carried over to a subsequent year of employment, not to exceed eight (8) weeks during any calendar year of employment.
- (b) Five (5) days personal/sick leave per year, with pay. Personal/sick days may be carried over to a subsequent year of employment, not to exceed ten (10) days during any calendar year of employment.
- (c) Six (6) Company holidays, plus two (2) floating holidays, per year.
- (d) Coverage beginning on the Effective Date under the health benefit plan provided by the Company to its executives, which may change, at the sole discretion of the Board of Directors, from time to time. The Company will cover the Executive and his dependents, if any, during the Employment Term to the same extent and according to the same terms as the Company's other executives are covered.
- (e) Life insurance policy beginning on the Effective Date with a face amount of up to five (5) times the Base Salary, provided that the Company shall not be required to spend greater than three percent (3%) of the Base Salary in purchasing such insurance policy.
- (f) Short-term and long-term disability insurance beginning on the Effective Date to the same extent and according to the same terms as the Company's other similarly-situated executives are covered, which may change, at the sole discretion of the Board of Directors, from time to time.

- (g) Tuition reimbursement shall be available for courses relevant to the Executive's position and taken at an accredited institution, subject to prior approval by the Board of Directors.
- (h) Participation in the Company's 401(k) plan up to the defined Internal Revenue Service limit beginning 30 days after the Effective Date. The Company will annually match 6% of the Executive's annual contribution to such plan during the Employment Term, subject to the Company's established policies and procedures.

6. Termination by Company.

- (a) The Company may terminate the Executive's employment hereunder at any time for Reasonable Cause. The term "Reasonable Cause" shall be limited to the following:
 - (i) A material breach or omission by the Executive of any of his duties or obligations under this Agreement (except due to Disability, as defined below) that the Executive shall fail to cure after receipt of written notice of such breach or omission from the Company's President and Chief Executive Officer (the "CEO") or Board of Directors, which notice shall designate the period of time within which the breach or omission must be cured to the satisfaction of the CEO or the Board of Directors, as applicable, in order to prevent a termination for Reasonable Cause; *provided, however*, that the Executive shall only be permitted the opportunity to cure such breaches or omissions a total of two times in any twelve (12)-month rolling period;
 - (ii) The Executive shall willfully engage in any action that materially damages, or that may reasonably be expected to materially damage, the Addus HealthCare Group or the business or goodwill thereof;
 - (iii) The Executive shall breach his fiduciary duty to the Addus HealthCare Group;
 - (iv) The Executive shall commit any act involving fraud, the misuse or misappropriation of money or other property of the Addus HealthCare Group, a felony, habitual use of drugs or other intoxicants or chronic absenteeism;
 - (v) Gross negligence or willful misconduct by the Executive;
 - (vi) The Executive shall commit acts constituting gross insubordination, such as, without limitation, the intentional disregard of any reasonable directive of the CEO or the Board of Directors; or

(vii) The Executive shall fail to perform any material duty in a timely and effective manner and shall fail to cure any such performance deficiency after receipt of written notice of the deficiency from the CEO or Board of Directors, which notice shall designate the period of time within which the performance deficiency must be cured to the satisfaction of the CEO or the Board of Directors, as applicable, in order to prevent a termination for reasonable cause; *provided, however*, that the Executive shall only be permitted the opportunity to cure performance deficiencies a total of two times in any twelve (12)-month rolling period.

- (b) The Executive's employment hereunder shall be terminated in the event of his death, and the Company may terminate the Executive's employment hereunder if the Executive suffers a physical or mental disability (a "Disability") so that the Executive is or, in the opinion of an independent physician retained by the Company for purposes of this determination will be, unable to perform his duties in a manner satisfactory to the Company for a period of ninety (90) days out of any one hundred eighty (180) consecutive-day period (in which event the Executive shall be deemed to have suffered a permanent Disability).
- (c) The Company may terminate the Executive's employment hereunder at any time for any other reason, or for no reason.
- (d) Termination of the Executive's employment for any reason shall terminate the Employment Term but shall not affect the Executive's obligations pursuant to Section 9 hereof, which obligations shall remain in effect for the period therein provided.

7. Termination by the Executive.

The Executive may terminate his employment with the Company (a) for Good Reason (as defined below) or (b) without Good Reason, in each case, upon not less than thirty (30) days prior written notice to the Company; *provided, however*, that after the receipt of such notice, the Company may, in its discretion accelerate the effective date of such termination at any time by written notice to the Executive. Termination of the Executive's employment by the Executive shall terminate the Employment Term, but shall not affect the Executive's obligations under Section 9 hereof, which obligations shall remain in effect for the period therein provided. As used herein, "Good Reason" means (i) any reduction in the Executive's Base Salary, (ii) any material reduction to the Executive's employment duties and responsibilities, (iii) any willful breach by the Company of any material term of this Agreement, other than a breach which is remedied by the Company within 10 days after receipt of written notice given by the Executive, or (iv) a change in the Executive's direct reporting duty to a person other than the Chief Executive Officer of the Company or the Board of Directors.

8. Rights and Obligations Upon Termination.

- (a) If the Executive's employment is terminated by the Company pursuant to Section 6(a) or 6(b) hereof or by the Executive pursuant to Section 7(b)

hereof, the Executive or his estate shall have no further rights against the Addus HealthCare Group hereunder, except for the right to receive, with respect to the period prior to the effective date of termination:

- (i) Any unpaid Base Salary under Section 3(a) hereof for any period prior to the effective date of termination;
- (ii) Any accrued but unpaid benefits under Section 5 hereof for any period prior to the effective date of termination; and
- (iii) In the case of termination pursuant to Section 6(b), eligibility for life or disability insurance benefits described in Sections 5(e) or (f), as applicable.

Such payments shall be made to the Executive whether or not the Company chooses to utilize the services of the Executive for the required notice period specified in Section 7.

- (b) If the Executive's employment is terminated pursuant to Section 6(c) hereof or Section 7(a) hereof, or as a result of Non-Renewal by the Company, the Executive shall be entitled to, in lieu of any further payments to the Executive for periods subsequent to the date of termination:

- (i) Any unpaid Base Salary under Section 3(a) hereof for any period prior to the effective date of termination;
- (ii) A pro rata portion of the bonus under Section 3(b) hereof based on what Executive would have been entitled to receive pursuant to the Company's then-effective bonus plan had his employment not been terminated, which shall be payable following the time the Company determines the amount of bonuses payable to its executives following the end of the year in which termination occurs;
- (iii) Any accrued but unpaid benefits under Section 5 hereof for any period prior to the effective date of termination;
- (iv) Conditioned upon the Executive's strict compliance with the post-employment restrictions described in Section 9 below and subject to applicable withholdings and deductions and early termination upon the Executive's commencement of employment with a new employer (written notice of which shall be promptly provided by the Executive to the Company), severance pay ("Base Severance Pay") in an amount equal to the Executive's Base Cash Compensation (as defined below) to be paid in equal installments on the Company's regular pay dates over the twelve (12) month period following termination of the Executive's employment (subject to applicable withholdings and deductions and early termination upon the Executive's employment with a new employer), plus, if the Executive elects to continue his health, dental and/or vision insurance coverage under COBRA, the Executive shall be eligible to receive cash payments equal to the difference

between his COBRA continuation coverage premiums and the amount of premiums paid by similarly-situated active employees of the Company under the Company's health, dental and/or vision insurance plans, for a period of twelve (12) months following the Executive's date of termination of employment, to be paid in equal installments on the Company's regular pay dates (subject to applicable withholdings and deductions and early termination upon the Executive's employment with a new employer).

For purposes of this Agreement, "Base Cash Compensation" shall mean the highest annual Base Salary in effect for the Executive.

- (c) Notwithstanding anything to the contrary set forth herein, if the Executive's employment is terminated by the Company pursuant to Section 6(c) within six (6) months prior to, or one (1) year following, a Change in Control (as defined below), the Executive shall be entitled to, in lieu of the payments to be made pursuant to Section 8(b)(iv), an amount equal to the Executive's Annual Cash Compensation (as defined below) (subject to applicable withholdings and deductions and early termination upon the Executive's commencement of employment with a new employer, written notice of which shall be promptly provided by the Executive to the Company), less any payment already received pursuant to Section 8(b)(iv) ("Change of Control Severance Pay," and, together with Base Severance Pay, "Severance Pay"), which shall be payable in accordance with the normal payroll practices of the Company in equal installments on the Company's regular pay dates for one (1) year following termination of the Executive's employment, plus, if the Executive elects to continue his health, dental and/or vision insurance coverage under COBRA, the Executive shall be eligible to receive cash payments equal to the difference between his COBRA continuation coverage premiums and the amount of premiums paid by similarly-situated active employees of the Company under the Company's health, dental and/or vision insurance plans, payable in equal installments on the Company's regular pay dates (subject to applicable withholdings and deductions) until the earlier of (x) one (1) year following the termination of the Executive's employment or (y) the date that the Executive is eligible to receive coverage and benefits from a new employer. As used herein, a "Change in Control" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a trustee or other fiduciary holding securities under an employee benefit plan of Addus HomeCare, or a corporation owned directly or indirectly by the stockholders of Addus HomeCare in substantially the same proportions as their ownership of stock of Addus HomeCare, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of Addus HomeCare representing more than 50% of the total voting power represented by Addus HomeCare's then outstanding securities that vote generally in the election of directors (referred to herein as "Voting Securities"); or (ii) after the date of this Agreement, the stockholders of Addus HomeCare approve (x) a merger or consolidation of

Addus HomeCare with any other corporation, other than a merger or consolidation that would result in the Voting Securities of Addus HomeCare outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) more than 50% of the total voting power represented by the Voting Securities of Addus HomeCare or such surviving entity outstanding immediately after such merger or consolidation, or (y) a plan of complete liquidation of Addus HomeCare or an agreement for the sale or disposition by Addus HomeCare of (in one transaction or a series of transactions) all or substantially all of Addus HomeCare's assets.

For purposes of this Agreement, "Annual Cash Compensation" shall mean the sum of (a) the highest annual Base Salary in effect for the Executive and (b) the greater of (i) the Executive's bonus for the most recently-completed year, if any, or (ii) the annualized amount of the Executive's target bonus for the then current year.

- (d) The Executive acknowledges and agrees that the Company's obligations to make payments pursuant to Sections 8(b)(iv) and 8(c) above are expressly conditioned on the Executive timely executing, delivering and not revoking a customary general release in form and substance satisfactory to the Company within the period that is sixty (60) days following the date of the Executive's termination of employment or service with the Company. To the extent that such sixty (60) day period spans two (2) calendar years, no payment of any severance amount or benefit that is (i) considered to be nonqualified deferred compensation within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Code §409A") and (ii) conditioned upon the release, shall be made before the first day of the second calendar year, regardless of when the release is actually executed and returned to the Company.

9. Covenants of the Executive.

- (a) **No Conflicts.** The Executive represents and warrants that he is not personally subject to any agreement, order or decree that restricts his acceptance of this Agreement and performance of his duties with the Company hereunder.
- (b) **Non-Competition; Non-Solicitation.** During the Employment Term and during the Restrictive Period (as defined below), the Executive shall not, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity whom he may manage, control, participate in, consult with, render services for or be employed or associated, compete with the Business (as defined below) in any of the following described manners:
- (i) Engage in, assist or have any interest in, as principal, consultant, advisor, agent, financier or employee, any business entity that is, or that is

about to become engaged in, providing goods or services in competition with the Addus HealthCare Group within a geographic radius of fifty (50) miles from any Addus HealthCare Group branch office;

(ii) Solicit or accept any business (or help any other person solicit or accept any business) from any person or entity that on the Effective Date is a customer of the Addus HealthCare Group or during the Employment Term becomes a customer of the Addus HealthCare Group, other than a customer that does not engage in the Business;

(iii) Induce or attempt to induce any employee of the Addus HealthCare Group to terminate such employee's relationship with the Addus HealthCare Group or in any way interfere with the relationship between the Addus HealthCare Group and any employee thereof; or

(iv) Induce or attempt to induce any customer, referral source, supplier, vendor, licensee or other business relation of the Addus HealthCare Group to cease doing business with the Addus HealthCare Group, or in any way interfere with the relationship between any such customer, referral source, supplier, vendor, licensee or business relation, on the one hand, and the Addus HealthCare Group, on the other hand.

For purposes hereof, the term "Business" means the business of providing home care services of the type and nature that the Addus HealthCare Group then performed and/or any other business activity in which the Addus HealthCare Group then performed or program or service then under active development proposed to be performed and/or any other business activity in which the Addus HealthCare Group becomes engaged in on or after the date hereof while the Executive is employed by the Company.

For purposes hereof, the term "Restrictive Period" means the period beginning on the date on which the Executive's employment is terminated by the Company or the Executive for any reason and ending on the first anniversary of such date; *provided*, that if the Executive's employment is terminated by the Company pursuant to Section 6(c) hereof or by the Executive pursuant to Section 7(a) hereof, or as a result of Non-Renewal by the Company, the Executive shall use reasonable best efforts to obtain employment with a new employer beginning on the first day of the seventh month following the date on which the Executive's employment is so terminated.

Notwithstanding the foregoing provisions, nothing herein shall prohibit the Executive from owning one percent (1%) or less of any securities of a competitor, if such securities are listed on a nationally recognized securities exchange or traded over-the-counter. If, at the time of enforcement of this Section 9(b), a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area reasonable under such circumstances shall be substituted for the stated period, scope or area determined to be reasonable under the circumstances by such court.

- (c) **Non-Disclosure.** The Executive recognizes and acknowledges that he will have access to certain confidential and proprietary information of Addus HealthCare Group, including, but not limited to, Trade Secrets (as defined below) and other proprietary commercial information, and that such information constitutes valuable, special and unique property of Addus HealthCare Group. The Executive agrees that he will not, for any reason or purpose whatsoever, except in the performance of his duties hereunder, or as required by law, disclose any of such confidential information to any person, entity or governmental authority without express authorization of the Company. The Executive further agrees that he shall not, at any time during the Employment Term or thereafter, without the express prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity that he manages, controls, participates in, consults with, renders services for or is employed by or associated with, disclose or use, except when necessary to further the interests of the Business, any Trade Secret of the Addus HealthCare Group, whether such Trade Secret is in the Executive's memory or embodied in writing or other physical form. For purposes of this Agreement, "Trade Secret" means any information, not generally known to, and not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy that are reasonable under the circumstances, including, but not limited to, (i) trade secrets; (ii) information concerning the business or affairs of the Addus HealthCare Group, including its products or services, fees, costs, and pricing structures, charts, manuals and documentation, databases, accounting and business models, designs, analyses, drawings, photographs and reports, computer software, copyrightable works, inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, sales records and other proprietary commercial information; (iii) information concerning actual and prospective clients and customers of the Addus HealthCare Group, including client and customer lists and other compilations; and (iv) information concerning employees, contractors and vendors of the Addus HealthCare Group, including personal information and information concerning the compensation or other terms of employment of such individuals. "Trade Secret," however, shall not include general "know-how" information acquired by the Executive during the course of his employment that could have been obtained by his from public sources without the expenditure of significant time, effort and expense.
- (d) **Covenant Regarding Confidential and Proprietary Information.** The Executive will promptly disclose in writing to the Company each improvement, discovery, idea, invention, and each proposed publication of any kind whatsoever, relating to the Business made or conceived by the

Executive either alone or in conjunction with others while employed hereunder if such improvement, discovery, idea, invention or publication results from or was suggested by such employment (whether or not patentable and whether or not made or conceived at the request of or upon the suggestion of the Company, and whether or not during his usual hours of work, whether in or about the premises of the Addus HealthCare Group and whether prior or subsequent to the execution hereof). The Executive will not disclose any such improvement, discovery, idea, invention or publication to any person, entity or governmental authority, except to the Company. Each such improvement, discovery, idea, invention and publication shall be the sole and exclusive property of, and is hereby assigned by the Executive to, the Company, and at the request of the Company, the Executive will assist and cooperate with the Company and any person or entity from time to time designated by the Company to obtain for the Company or its designee the grant of any letters patent in the United States of America and/or such other country or countries as may be designated by the Company, covering any such improvement, discovery, idea, invention or publication and will in connection therewith execute such applications, statements, assignments or other documents, furnish such information and data and take all such other action (including, without limitation, the giving of testimony) as the Company may from time to time reasonably request. The foregoing provisions of this Section 9(d) shall not apply to any improvement, discovery, idea, invention or publication for which no equipment, supplies, facilities or confidential and proprietary information of Addus HealthCare Group was used and that was developed entirely on the Executive's own time, unless (x) the improvement, discovery, idea, invention or publication relates to the Business or the actual or demonstrably anticipated research or development of the Business, or (y) the improvement, discovery, idea, invention or publication results from any work performed by the Executive for the Addus HealthCare Group.

- (e) **Non-Disparagement.** The Executive agrees that, during the Employment Term and the Restrictive Period, he will not make any statement, either in writing or orally, that is communicated publicly or is reasonably likely to be communicated publicly and that is reasonably likely to disparage or otherwise harm the business or reputation of the Addus HealthCare Group, or the reputation of any of its current or former directors, officers, employees or stockholders.
- (f) **Return of Documents and Other Property.** Upon termination of employment, the Executive shall return all originals and copies of books, records, documents, customer lists, sales materials, tapes, keys, credit cards and other tangible property of Addus HealthCare Group within the Executive's possession or under his control.
- (g) **Remedies for Breach.** In the event of a breach or threat of a breach of the provisions of this Section 9, the Executive hereby acknowledges that such breach or threat of a breach will cause the Company to suffer irreparable harm

and that the Company shall be entitled to an injunction restraining the Executive from breaching such provisions; but the foregoing shall not be construed as prohibiting the Company from having available to it to any other remedy, either at law or in equity, for such breach or threatened breach, including, but not limited to, the immediate cessation of employment and any remaining Severance Pay and benefits pursuant to Section 8 and the recovery of damages from the Executive and the notification of any employer or prospective employer of the Executive as to the terms and conditions hereof (without limiting or affecting the Executive's obligations under the other paragraphs of this Section 9).

- (h) **Acknowledgment.** The Executive acknowledges that he will be directly and materially involved as a senior executive in all important policy and operational decisions of Addus HealthCare Group. The Executive further acknowledges that the scope of the foregoing restrictions has been specifically bargained between the Company and the Executive, each being fully informed of all relevant facts. Accordingly, the Executive acknowledges that the foregoing restrictions of this Section 9 are fair and reasonable, are minimally necessary to protect Addus HealthCare Group, its stockholders and the public from the unfair competition of the Executive who, as a result of his employment with the Company, will have had access to the most confidential and important information of Addus HealthCare Group, its Business and future plans. The Executive furthermore acknowledges that no unreasonable harm or injury will be suffered by his from enforcement of the covenants contained herein and that he will be able to earn a reasonable livelihood following termination of his employment notwithstanding enforcement of the covenants contained herein.
- (i) **Right of Set Off.** In the event of a breach by the Executive of the provisions of this Agreement, the Company is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and after ten (10) days prior written notice to the Executive, to set-off and apply any and all amounts at any time held by the Company on behalf of the Executive and all indebtedness at any time owing by the Addus HealthCare Group to the Executive against any and all of the obligations of the Executive now or hereafter existing.

10. Prior Agreement.

This Agreement supersedes and is in lieu of any and all other employment arrangements between the Executive and the Company or its predecessor or any subsidiary and any and all such employment agreements and arrangements are hereby terminated and deemed of no further force or effect.

11. Assignment.

Neither this Agreement nor any rights or duties of the Executive hereunder shall be assignable by the Executive and any such purported assignment by his shall be void. The Company may assign all or any of its rights hereunder.

12. Notices.

Unless specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed given upon receipt or refusal thereof if delivered personally, sent by overnight courier service, mailed by registered or certified mail (return receipt requested), postage prepaid, or emailed to the other party's email address on the Company's computer network. Notice to their party hereto, if mailed or sent by overnight courier service, shall be to the following addresses:

(a) if to the Executive, to:

Donald Klink
515 North Vine Street
Hinsdale, IL 60521

(b) if to the Company, to:

Addus HealthCare, Inc.
2300 Warrenville Road,
Downers Grove, Illinois 60515
Attention: CEO

with a copy, which shall not constitute notice, to:

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166
Attention: Jennifer Kurtis, Esq.
Telephone: (212) 294-6675
Facsimile: (212) 294-4700
E-mail: jkurtis@winston.com

Any party may change its address for notice by giving all other parties notice of such change pursuant to this Section 12.

13. Amendment.

This Agreement may not be changed, modified or amended except in writing signed by both parties to this Agreement.

14. Waiver of Breach.

The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. Invalidity of Any Provision.

The provisions of this Agreement are severable, it being the intention of the parties hereto that should any provision hereof be invalid or unenforceable, such invalidity or enforceability of any provisions shall not affect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision or provisions were omitted.

16. 409A Compliance.

This Agreement is intended to comply with or be exempt from Code §409A, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance with or exempt from Code §409A. If the Executive is a specified employee within the meaning of that term under Code §409A, then with regard to any payment that is considered non-qualified deferred compensation under Code §409A and payable on account of a separation from service, such payment shall be made on the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such separation from service, and (ii) the date of the Executive's death (the "Delay Period") to the extent required under Code §409A. Upon the expiration of the Delay Period, all payments delayed shall be paid to the Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided for in accordance with the normal payment dates specified herein. To the extent any reimbursements or in-kind benefits under this Agreement constitute non-qualified deferred compensation for purposes of Code §409A, (i) all such expenses or other reimbursements under this Agreement shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (ii) any right to such reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit and (iii) no such reimbursement, expenses eligible for reimbursement or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. For purposes of Code §409A, the Executive's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. In no event shall any payment under this Agreement that constitutes non-qualified deferred compensation for purposes of Code §409A be subject to offset, counterclaim or recoupment by any other amount unless otherwise permitted by Code §409A.

17. Governing Law.

This Agreement 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.

18. Arbitration.

Except as set forth below, any controversy or claim arising out of or relating to this Agreement (including, without limitation, as to arbitrability and any disputes with respect to the Executive's employment with the Company or the termination of such employment), or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date of filing of the arbitration administered by a person authorized to practice law in the State of Illinois and mutually selected by the Company and the Executive (the "Arbitrator"). If the Company and the Executive are unable to agree upon the Arbitrator within fifteen (15) days, they shall each select an arbitrator within fifteen (15) days, and the arbitrators selected by the Company and the Executive shall appoint a third arbitrator to act as the Arbitrator within fifteen (15) days (at which point the Arbitrator alone shall judge the controversy or claim). The arbitration hearing shall commence within ninety (90) calendar days after the Arbitrator is selected, unless the Company and the Executive mutually agree to extend this time period. The arbitration shall take place in Chicago, Illinois. The Arbitrator will have full power to give directions and make such orders as the Arbitrator deems just. Nonetheless, the Arbitrator explicitly shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement except pursuant to Section 15. The Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based within thirty (30) days after the conclusion of the arbitration hearing. The agreement to arbitrate will be specifically enforceable. The award rendered by the Arbitrator shall be final and binding (absent fraud or manifest error), and any arbitration award may be enforced by judgment entered in any court of competent jurisdiction. The Company and the Executive shall each pay one-half (1/2) of the fees of the Arbitrator. Notwithstanding anything set forth above to the contrary, in the event that the Company seeks injunctive relief and/or specific performance to remedy a breach, evasion, violation or threatened violation of this Agreement, the Executive irrevocably waives his right, if any, to have any such dispute decided by arbitration or in any jurisdiction or venue other than a state or federal court in the State of Illinois. For any such action, the Executive further irrevocably consents to the personal jurisdiction of the state and federal courts in the State of Illinois.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ADDUS HEALTHCARE, INC.

By: /s/ Mark S. Heaney

Name: Mark S. Heaney

Title: President & Chief Executive Officer

/s/ Donald Klink

Donald Klink

Exhibit A
Employment Duties

1. The Executive shall have those duties set forth below in “Chief Financial Officer Job Description” and such other duties and responsibilities that are assigned to the Executive by the CEO or the Board of Directors and are appropriate for the position of the Executive.
2. The Executive shall be subject to the authority of the Board of Directors and shall report directly to the CEO of the Company. The Executive shall also perform such further duties as are incidental to or implied from the foregoing, consistent with the background, training, and qualifications of the Executive or that may be reasonably determined by the CEO or the Board of Directors to be in the best interests of the Addus HealthCare Group.
3. The Executive shall have the authority to recommend and implement appropriate corporate policies and procedures, and execute employment, procurement and other appropriate decisions, in each case, commensurate with his role as Chief Financial Officer, subject to oversight by the CEO and Board of Directors.

Job Description
Chief Financial Officer
Addus HealthCare, Inc.

Reports to:

Chief Executive Officer

Overall Responsibilities:

The Chief Financial Officer (“CFO”) will serve as a senior member of the management team of the Company and contribute to the overall strategic direction of the business from both a financial and operational perspective. Key objectives for this person will be to ensure that the Company’s financial systems, controls, and forecasting models will support the continued growth anticipated for the Company. This individual will also serve as an important leader in the Company’s business development initiatives and key strategic and business decisions during the next several years.

The CFO will plan and direct the Company’s overall financial policies and practices to ensure adequate and timely information is available to key members of senior management. He must continually explore ways to add value and drive profitability.

Specific Responsibilities:

- Serve as a key strategic partner to the CEO and senior leadership team related to changes in the market and preparing the Company for these changes in the future.
- As a senior spokesperson for the Company, effectively communicate the financial performance of the Company to senior management, the Board of Directors, investors and other members of the financial community.

- Build a focused set of operational metrics and dashboard to allow the CEO and senior leadership team monitor the performance of the business.
- Lead the organization's ability to conduct highly effective and detailed financial and operational performance analysis and monthly financial reviews with Regional and Agency level operations.
- Conduct a thorough evaluation of all Company resources, processes, and procedures related to the financial organization to maximize its productivity, effectiveness and operating efficiencies.
- Direct, manage and determine the appropriate use of the Company's working capital, liquidity needs, and other capital allocation and investment decisions related to this dynamic company.
- Represent the Company as its financial leader and expert to all investors, financial institutions, large state payer organization representatives, auditors and other third parties.
- Work with the Board of Directors and the audit committee.
- Direct the development, implementation and execution of the Company's short- and long-term financial management objectives and strategies.
- Ensure that all financial policies and practices are executed in accordance with generally accepted accounting principles, federal, state and home care industry regulations and guidelines, and SEC and Sarbanes Oxley compliance requirements.
- Direct and participate in the preparation of quarterly forecasts and narrative reports, and coordinate and participate in quarterly calls with investors. Establish and maintain positive relationships with key investors and investment analysts, and provide timely and accurate responses to related inquiries.
- Direct the Corporate Controller in the timely and accurate preparation of all Company financial statements; annual budgets; quarterly forecasts; proxy statements, annual reports and SEC filings; tax returns; and Medicare cost reports.
- Direct the Director of Reimbursement the Company transitions to MCO payers, in ensuring the timely and accurate billing of Medicare, Medicaid and other contracting agencies; the timely identification and follow-up on billing and collections issues; and the effective management of all accounts receivable, in accordance with established DSO and collections objectives.
- Direct the Director of Financial Reporting and Compliance in the development, implementation and monitoring of the Company's systems, internal controls and business processes to

ensure compliance with Sarbanes Oxley requirements and identify system enhancements to work toward internal control best practices.

- Direct the development and implementation of information systems changes and enhancements to improve the quality and efficiency of the Company's financial reporting capabilities.
- Oversee the annual audit process, assess and implement related management letter recommendations, and regularly confer with auditing firm partner on accounting regulations and interpretations of company financial practices.
- Partner with the Chief Business Development Officer in the search, qualification and negotiation processes on all acquisitions, and direct the conduct of financial analyses and related due diligence and integration activities.

Exhibit B
Bonus

The Executive is eligible to receive a bonus in an amount equal to up to forty percent (40%) of the Executive's annual Base Salary during the applicable calendar year, based on the Company's evaluation of the Executive's performance compared to established Company and/or individual objectives at the target levels, and up to 70% of the Executive's annual Base Salary for performance against established objectives at the maximum levels, in each case, at the discretion of the Board of Directors. The Board of Directors shall review and establish the objectives and target levels annually.

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE (this "Agreement") is made and entered into as of this 29th day of April, 2015 (the "Effective Date"), by and between Dennis Meulemans ("Executive") and Addus HealthCare, Inc., an Illinois corporation (the "Company") (each, a "Party" and collectively, the "Parties").

WHEREAS, Executive and the Company are parties to an Employment and Non-Competition Agreement, effective as of November 29, 2010 (as amended from time to time, the "Employment Agreement");

WHEREAS, Executive was granted certain stock options (the "Options") pursuant to the Addus HomeCare Corporation 2009 Stock Incentive Plan (the "Plan");

WHEREAS, Executive and the Company desire to enter into a new agreement that supersedes all prior agreements between them, including without limitation the Employment Agreement, as well as all promises, covenants, arrangements, understandings, communications, representations or warranties, whether oral or written, by either Party, or any officer, director, employee, representative or agent thereof, such that any prior agreement between the Parties is hereby terminated;

WHEREAS, the Parties understand that they are waiving legal rights by signing this Agreement, and enter into this Agreement voluntarily, with a full understanding of and agreement with all of its terms;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Separation from Employment; Consulting Services; Cooperation.

(a) Executive's employment with the Company will terminate effective May 1, 2015 (the "Separation Date"). During the period between the Effective Date and the Separation Date, Executive will continue to be paid his base salary, less applicable deductions and withholdings, in accordance with the Company's usual and customary payroll procedures, and to receive benefits at the same level offered to and enrolled in by Executive as of the Effective Date.

(b) For the one-year period following the Separation Date, Executive will continue to make himself reasonably available to provide consulting services to the Company as may be necessary in connection with the transition of work to his successor.

(c) Executive agrees to make himself available, at the Company's request, at reasonable times and in reasonable places, to cooperate with and to assist management of the Company and/or its counsel in investigating, prosecuting or defending against any lawsuit, complaint, claim, charge or inquiry arising out of any transactions or conduct of which Executive may have knowledge. Executive will be entitled to reimbursement for his reasonable business

expenses incurred in connection with such assistance, subject to and in accordance with the Company's usual and customary policies and procedures concerning reimbursement of business expenses.

2. Separation Benefits.

(a) Upon the Separation Date, Executive shall receive any accrued but unpaid benefits for any period prior to the Separation Date. In addition, provided that Executive agrees to and accepts the terms of this Agreement, and does not timely revoke his acceptance, Executive shall be entitled to receive: (i) consulting fees in the amount of \$393,654.60 (the "Consulting Fees") to be paid in equal monthly installments over the one-year period following the Separation Date on the first business day of each month during such period (subject to early termination upon the Executive's employment with a new employer); and (ii) if Executive elects to continue his health, dental and/or vision insurance coverage under COBRA (regardless of whether Executive enrolls in Medicare), Executive shall be eligible to receive cash payments equal to the difference between his COBRA continuation coverage premiums and the amount of premiums paid by similarly situated active employees of the Company under the Company's health, dental and/or vision insurance plans, for a period of one year following the Separation Date, to be paid in equal monthly installments over the one-year period following the Separation Date on the first business day of each month during such period (subject to early termination upon the Executive's employment with a new employer) (together with the Consulting Fees, the "Separation Benefits"). In addition, during the one-year period following the Separation Date, Executive shall be entitled to (x) utilization of an executive-level outplacement service with a vendor selected by the Company, at the Company's expense, up to a maximum of \$10,000, and (y) subject to strict compliance with Sections 7, 8, 9, 10 and 11 below, continued use of his Company laptop, iPad and cell phone for personal use. The Separation Benefits will be adjusted so that the amount Executive receives after payment of any self-employment taxes is equal to the amount the Executive would receive if he were paid in the capacity of an employee and responsible for the employee, but not the employer, share of any payroll taxes. The foregoing shall be paid to Executive's heirs, in the case of his death prior to the end of the one-year period following the Separation Date.

(b) Executive agrees and acknowledges that his receipt of the Separation Benefits is subject to and conditioned upon his strict compliance with this Agreement, including without limitation the post-employment restrictions set forth in Sections 7, 8, 9, 10 and 11 below. Executive further agrees that, should he fail to comply with any such post-employment restrictions, the Company, in addition to any other legal or equitable remedy available to it, shall be entitled to immediately and forever cease payment of the Separation Benefits, and to recover any consideration already paid to Executive under this Agreement, including without limitation the Separation Benefits.

(c) Executive agrees and acknowledges that, other than as set forth in this Agreement, Executive is not entitled to and shall not receive any additional compensation, payments or benefits of any kind from the Company, and that no representations or promises to the contrary have been made to Executive. Executive further agrees and acknowledges that, but for entering into and complying with the terms of this Agreement, Executive would not be entitled to receive the payments and benefits set forth in this Agreement, including without limitation the Separation Benefits, that such payments and benefits exceed any consideration to which he would otherwise be entitled, and that such payments and benefits constitute good and sufficient consideration for the promises and covenants of Executive set forth herein.

3. Options. Executive agrees and acknowledges that the unvested portion of any Options granted Executive pursuant to the Plan shall be forfeited as of the date hereof; *provided*, that any portion of the Options vested as of the date hereof may be exercised by the Executive at any time in accordance with the Plan on or prior to the expiration of three (3) months after the Separation Date. Any vested portion of the Options that is not exercised within such time period shall be automatically cancelled. The Options shall not continue to vest after the date hereof.

4. Release of Claims. In consideration for the agreements of the Company set forth in this Agreement, including without limitation the Separation Benefits, and on behalf of himself, his spouse, agents, heirs and representatives, Executive irrevocably and unconditionally waives, discharges and releases his right to assert against the Releasees (as such term is defined below) any form of claim, complaint or any other form of action seeking any form of relief, including without limitation equitable relief (whether declaratory, injunctive or otherwise), the recovery of damages or any other form of monetary recovery whatsoever (including without limitation back pay, front pay, compensatory damages, emotional distress damages, punitive damages, attorneys' fees and any other costs), for any alleged action, inaction or circumstance (collectively, "Claims") existing or arising through the date of this Agreement.

For purposes of this Agreement, the "Releasees" shall include the Company, its past and present direct and indirect parents, subsidiaries, affiliates, predecessors, successors and assigns, and their past and present officers, directors, employees, stockholders, owners, representatives, attorneys, agents and insurers, whether acting as agents or in individual capacities, and their employee benefit programs and plans (including, without limitation, the Plan) and the trustees, administrators, fiduciaries and insurers of such programs and plans, and this Agreement shall inure to the benefit of and shall be enforceable by all such persons and entities.

Without limiting the foregoing general waiver and release, Executive specifically waives and releases the Releasees from any Claim arising from or related to Executive's employment with the Company or the termination thereof, including, without limitation:

- Claims under any federal, state or local discrimination, fair employment practices or other employment-related statute, regulation or executive order prohibiting discrimination or harassment based upon any protected status including, without limitation, race, national origin, age, gender, marital status, disability, veteran status or sexual orientation. Without limitation, specifically included in this Paragraph are any Claims arising under the federal Age Discrimination in Employment Act (the "ADEA"), the Older Workers Benefit Protection Act, the Civil Rights Acts of 1866 and 1871, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Family & Medical Leave Act, the Illinois Human Rights Act, the Illinois Equal Wage Act, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act, the Illinois One Day Rest in Seven Act, the Illinois Right to Privacy in the Workplace Act, the Illinois Genetic Information Privacy Act, the Illinois School Visitation Rights Act, the Illinois AIDS

Confidentiality Act, the Illinois Victims' Economic Security and Safety Act, the Illinois Family Military Leave Act, the Illinois Whistleblower Act, the Chicago Human Rights Ordinance, the Cook County Human Rights Ordinance and the Illinois Constitution, as such laws have been amended from time to time.

- Claims under any other federal, state or local statute, regulation or executive order relating to wages, hours or any other terms and conditions of employment. Without limitation, specifically included in this Paragraph are any Claims arising under the Fair Labor Standards Act, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985, and any similar statute.
- Claims under any common law theory, including without limitation wrongful discharge, breach of express or implied contract, promissory estoppel, unjust enrichment, breach of covenant of good faith and fair dealing, violation of public policy, defamation, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, misrepresentation, deceit, fraud and negligence.
- Claims under any agreement between Executive and the Company, including without limitation the Employment Agreement.
- Claims under any employee welfare, insurance or severance plan, including without limitation the Plan.
- Any other Claim arising under federal, state or local law.

Executive explicitly acknowledges that, because Executive is over forty (40) years of age, Executive has specific rights under the ADEA, which prohibits discrimination on the basis of age, and that the releases set forth in this Agreement are intended to release any right that Executive may have to file a claim against the Company alleging discrimination on the basis of age.

Notwithstanding the foregoing, nothing in this Agreement (including without limitation Executive's general release in Section 4, or his non-disclosure and non-disparagement obligations in Sections 8 and 10) shall:

- release the Company from any obligation expressly set forth in this Agreement or from any obligation, including without limitation obligations under the Workers Compensation laws, which as a matter of law cannot be released;
- prohibit Executive from contacting or filing a charge with the Equal Employment Opportunity Commission ("EEOC") or any other government agency charged with the enforcement of any law;
- prohibit Executive from participating in an investigation or proceeding by the EEOC or any other government agency charged with the enforcement of any law or limit Executive's right to provide truthful and complete information to such agency; or
- prohibit Executive from challenging or seeking a determination in good faith of the validity of this release or waiver under the ADEA or impose any condition precedent, penalty, or costs for doing so unless specifically authorized by federal law.

Executive's waiver and release, however, are intended to be a complete bar to any recovery or personal benefit by or to Executive with respect to any claim whatsoever, including those raised through a charge with the EEOC, except those which, as a matter of law, cannot be released.

Executive acknowledges and agrees that, but for providing this waiver and release, Executive would not be receiving the consideration provided under the terms of this Agreement, including without limitation the Separation Benefits. Executive further agrees that, should Executive breach this Agreement, the Company, in addition to any other legal or equitable remedy available to it, shall be entitled to recover any consideration already paid to Executive under this Agreement, including without limitation the Separation Benefits.

5. Review and Revocation Period.

(a) Executive acknowledges that, before signing this Agreement, he was given a period of 21 days in which to review and consider it; that Executive has, in fact, carefully reviewed this Agreement; and that he is entering into it voluntarily and of his own free will. Executive further acknowledges that the Company encouraged him in writing to show this Agreement to and discuss it with his attorney before signing it, and that, to the extent Executive wished to do so, he has done so. Executive further acknowledges that, if he executed this Agreement before the end of the 21-day period, such early execution was completely voluntary, and Executive had reasonable and ample time in which to review this Agreement.

(b) Executive agrees that, for a period of seven days after he signs this Agreement, he has the right to revoke it by providing notice, in writing (delivered by a nationally recognized overnight courier service), to: Tammy Spialek, Vice President of Human Resources, Addus HealthCare, Inc., 2300 Warrenville Road, Downers Grove, Illinois 60515. This Agreement will not become effective and enforceable until after the expiration of the seven-day revocation period.

(c) Executive understands that his acceptance of any payment or benefit set forth in this Agreement at any time more than seven days after he signs this Agreement confirms that he did not revoke his assent to this Agreement and, therefore, that it is effective and enforceable.

6. Pursuit/Assignment of Released Claims. Executive warrants that, as of the date of this Agreement, he has not filed or caused to be filed any lawsuit, complaint or charge with respect to any Claim this Agreement purports to waive or release, or assigned any such Claim to any other person or entity.

7. Non-Competition.

(a) At no time between the Separation Date and the first anniversary of such the Separation Date (the "Restrictive Period") shall Executive, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity whom or which he may manage, control, participate in, consult with, render services for or be employed by or associated with, compete with the Business (as hereinafter defined) in any of the following described manners:

(i) Engage in, assist or have any interest in, as principal, consultant, advisor, agent, financier or employee, any business entity which is, or which is about to become engaged in, providing goods or services in competition with the Company, its parent, subsidiaries and affiliates (collectively, the "Addus HealthCare Group") within a geographic radius of thirty (30) miles from any Addus HealthCare Group branch office;

(ii) Solicit or accept any business (or help any other person solicit or accept any business) from any person or entity that has been a customer of the Addus HealthCare Group at any time during Executive's employment with the Company;

(iii) Induce or attempt to induce any employee of the Addus HealthCare Group to terminate such employee's relationship with the Addus HealthCare Group or in any way interfere with the relationship between the Addus HealthCare Group and any employee thereof; or

(iv) Induce or attempt to induce any customer, referral source, supplier, vendor, licensee or other business relation of the Addus HealthCare Group to cease doing business with the Addus HealthCare Group, or in any way interfere with the relationship between any such customer, referral source, supplier, vendor, licensee or business relation, on the one hand, and the Addus HealthCare Group, on the other hand.

For the purposes hereof, the term "Business" shall mean the business of providing home care services of the type and nature that the Addus HealthCare Group performs, and/or any other business activity in which the Addus HealthCare Group is engaged, and/or any program or service under active development proposed to be performed, and/or any business activity engaged in by the Addus HealthCare Group at any time during the period of Executive's employment with the Company.

Notwithstanding the foregoing provisions, nothing herein shall prohibit Executive from owning 1% or less of any securities of a competitor, if such securities are listed on a nationally recognized securities exchange or traded over-the-counter.

(b) If, at the time of enforcement of this Section 7, a court or arbitrator holds that the restrictions stated herein are unreasonable under the circumstances then existing, the Parties agree that the maximum period, scope or geographic area reasonable under such circumstances shall be substituted for the stated period, scope or area determined to be reasonable under the circumstances by such court or arbitrator.

8. Non-Disclosure. Executive recognizes and acknowledges that, during the course of his employment with the Company, he has had access to certain confidential and proprietary information of the Addus HealthCare Group, including, but not limited to, Confidential Information (as defined below) and other proprietary commercial information, and that such information constitutes valuable, special and unique property of the Addus HealthCare Group. At no time during the Restrictive Period or thereafter shall Executive, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, either on his own behalf or on behalf of any other person or entity that he manages, controls, participates in, consults with, renders services for or is employed by or associated with, disclose or use, any Confidential Information of the Addus HealthCare Group, whether such Confidential Information is in Executive's memory or embodied in writing or other physical form as of the Separation Date, or thereafter. For purposes of this Agreement, "Confidential Information" means any information, not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy that are reasonable under the circumstances, including without limitation: (i) trade secrets, (ii) the business or affairs of the Addus HealthCare Group, (iii) client and customer lists, (iv) products or services, (v) fees, costs, and pricing structures, (vi) charts, manuals and documentation, (vii) databases, (viii) accounting and business models, (ix) designs, (x) analyses, (xi) drawings, photographs and reports, (xii) computer software, (xiii) copyrightable works, (xiv) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xv) sales records and (xvi) other proprietary commercial information. "Confidential Information," however, shall not include general "know-how" information acquired by the Executive during the course of his employment which could have been obtained by him from public sources without the expenditure of significant time, effort and expense.

9. Assignment of Inventions. Executive represents that he has promptly disclosed in writing to the Company each improvement, discovery, idea, invention and proposed publication of any kind whatsoever relating to the Business made or conceived by Executive either alone or in conjunction with others, if such improvement, discovery, idea, invention or publication resulted from or was suggested by Executive's employment with the Company (whether or not patentable and whether or not made or conceived at the request of or upon the suggestion of the Company, and whether or not during Executive's usual hours of work, and whether in or about the premises of the Addus HealthCare Group). Executive further represents that he has not disclosed, and will not disclose, any such improvement, discovery, idea, invention or publication to any person, entity or governmental authority, except the Company. Each such improvement, discovery, idea, invention and publication shall be the sole and exclusive property of, and has been assigned by Executive to the Company, and, at the request of the Company, Executive will assist and cooperate with the Company and any person or entity designated from time to time by the Company to obtain for the Company or its designee the grant of any letters patent in the United States of America and/or such other country or countries as may be designated by the Company, covering any such improvement, discovery, idea, invention or publication, and will in connection therewith execute such applications, statements, assignments or other documents, furnish such information and data and take all such other action (including, without limitation, the giving of testimony) as the

Company may from time to time reasonably request. The foregoing provisions of this Section 9 shall not apply to any improvement, discovery, idea, invention or publication for which no equipment, supplies, facilities or confidential and proprietary information of the Addus HealthCare Group was used and which was developed entirely on Executive's own time, unless (i) the improvement, discovery, idea, invention or publication relates to the Business or the actual or demonstrably anticipated research or development of the Business, or (ii) the improvement, discovery, idea, invention or publication resulted from any work performed by Executive for the Addus HealthCare Group.

10. Non-Disparagement. Executive agrees that he will not make any statement, either in writing or orally, that is communicated publicly or is reasonably likely to be communicated publicly, that is reasonably likely to disparage or otherwise harm the business or reputation of the Addus HealthCare Group, or the reputation of any of its current or former directors, officers, employees or stockholders.

11. Return of Documents and Other Property. Subject to Section 2(a)(y), upon the Separation Date, Executive shall return all originals and copies of books, records, documents, customer lists, sales materials, tapes, keys, credit cards and other tangible property of Addus HealthCare Group within Executive's possession or under his control.

12. Acknowledgment. Executive acknowledges that the scope of the restrictions set forth in this Agreement has been specifically bargained between the Company and Executive, each being fully informed of all relevant facts. Accordingly, the Executive acknowledges that the restrictions set forth in Paragraphs 7, 8, 9, 10 and 11 above are fair and reasonable, and are minimally necessary to protect the Addus HealthCare Group, its stockholders and the public from unfair competition by Executive who, as a result of his employment with the Company, has had unlimited access to the most confidential and important information of the Addus HealthCare Group, its business and its future plans. Executive further acknowledges that no unreasonable harm or injury will be suffered by him as a result of the enforcement of the restrictions contained in this Agreement, and that he will be able to earn a reasonable livelihood following the termination of his employment notwithstanding enforcement of the covenants contained herein.

13. Remedies for Breach. Executive hereby acknowledges that, in the event of a breach or threatened breach of any of the provisions of Paragraphs 7, 8, 9, 10 or 11 above, such breach or threatened breach will cause the Company to suffer irreparable harm, and that the Company shall be entitled to an injunction from a court of competent jurisdiction restraining the Executive from breaching such provisions. The foregoing, however, shall not be construed as prohibiting the Company from having available to it to any other remedy, either at law or in equity, for such breach or threatened breach, including without limitation the immediate cessation of employment and any remaining Separation Benefits, the recovery of any consideration already paid to Executive under this Agreement, including without limitation the Separation Benefits, the recovery of damages from Executive, and the notification of any employer or prospective employer of Executive of the terms and conditions hereof (each without limiting or affecting Executive's obligations under this Agreement).

14. Right of Set-Off. In the event of a breach by Executive of the provisions of this Agreement, the Company is hereby authorized at any time and from time to time, to the fullest

extent permitted by law, and after ten (10) days' prior written notice to Executive, to set-off and apply any amounts at any time held by the Company on behalf of Executive, and all indebtedness at any time owing by the Addus HealthCare Group to Executive, against any and all of the obligations of the Executive now or hereafter existing.

15. No Admission of Liability. Executive agrees that neither this Agreement or the consideration provided hereunder constitute, nor may they be construed as, an admission of liability or wrongdoing of any kind by the Company.

16. Notices. Unless specified in this Agreement, all notices and other communications hereunder shall be in writing and shall be deemed given upon receipt or refusal thereof if delivered personally, sent by overnight courier service or mailed by registered or certified mail (return receipt requested), postage prepaid. If mailed or sent by overnight courier service, notice shall be sent to the following addresses:

If to Executive, to:

Dennis Meulemans
1100 Sir William Lane
Lake Forest, Illinois 60045

If to the Company, to:

Addus HealthCare, Inc.
2300 Warrenville Road
Downers Grove, Illinois 60515
Attention: CEO
Telephone: (847) 303-5300
Facsimile: 847-303-5376

With a copy, which shall not constitute notice, to:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attention: Jennifer C. Kurtis, Esq.
Telephone: (212) 294-6675
Facsimile: (212) 294-4700

Either party may change its address for notice by giving the other Party written notice of such change pursuant to this Section 16.

17. Entire Agreement/Modification/Waiver. This Agreement reflects the entire agreement between Executive and the Company regarding the subject matter hereof and fully supersedes any and all prior agreements and understandings. There is no other agreement except as stated herein, and Executive acknowledges that neither the Company nor any of its representatives has made any promises to Executive other than those contained in this Agreement.

This Agreement may not be changed unless the change is in writing and signed by Executive and an authorized representative of the Company. The failure of the Company to seek enforcement of any provision of this Agreement in any instance or for any period of time shall not be construed as a waiver of such provision or the Company's right to seek enforcement of such provision in the future.

18. Severability. The provisions of this Agreement are severable, it being the intention of the Parties that should any provision hereof be held invalid or unenforceable by an arbitrator or court of competent jurisdiction, such invalidity or unenforceability shall not effect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision or provisions were omitted; *provided, however*, that if Section 4 is held to be invalid or unenforceable, Executive agrees to promptly execute a valid release and waiver in favor of the Releasees.

19. Governing Law. This Agreement 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.

20. Arbitration. Any controversy or dispute arising out of or relating to this Agreement, Executive's employment with the Company or the termination of such employment (including without limitation any controversy or dispute as to arbitrability) shall be settled by individual arbitration (as opposed to class or collective arbitration) administered by a person mutually selected by the Company and Executive (the "Arbitrator"); *provided, however*, that either Party may seek injunctive relief in aid of such arbitration from a court of competent jurisdiction, as appropriate under the circumstances, *e.g.*, to maintain the status quo pending the arbitration of any dispute. If the Company and Executive are unable to agree upon the Arbitrator within fifteen (15) days, they shall each select an arbitrator within fifteen (15) days, and the arbitrators selected by the Company and Executive shall appoint a third arbitrator to act as the Arbitrator within fifteen (15) days (at which point the Arbitrator alone shall judge the controversy or claim). The arbitration hearing shall commence within ninety (90) calendar days after the Arbitrator is selected, unless the Company and Executive mutually agree to extend this time period. The arbitration shall take place in Chicago, Illinois. The Arbitrator will have full power to give directions and make such orders as the Arbitrator deems just. Nonetheless, the Arbitrator explicitly shall not have the authority, power or right to alter, change, amend, modify, add or subtract from any provision of this Agreement, except pursuant to Sections 7(b) and 18 above. The Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based within thirty (30) days after the conclusion of the arbitration hearing. The agreement to arbitrate will be specifically enforceable. The award rendered by the Arbitrator shall be final and binding (absent fraud or manifest error), and any arbitration award may be enforced by judgment entered in any court of competent jurisdiction. The Company and Executive shall each pay one-half of the fees of the Arbitrator. Notwithstanding anything set forth above to the contrary, in the event that the Company seeks injunctive relief and/or specific performance to remedy a breach, evasion, violation or threatened violation of this Agreement, the Executive irrevocably waives his right, if any, to have any such dispute decided by arbitration or in any jurisdiction or venue other than a state or federal court in the State of Illinois. For any such action, Executive further irrevocably consents to the personal jurisdiction of the state and federal courts in the State of Illinois.

21. Acknowledgments/Counterparts. By executing this Agreement, Executive acknowledges that he has been afforded sufficient time to understand the terms and effects of this Agreement, that his agreements and obligations hereunder are made voluntarily, knowingly and without duress, and that neither the Company nor any of its officers, directors, employees, agents or representatives have made any representations inconsistent with the provisions of this Agreement. This Agreement may be executed in counterparts, each of which when signed will be deemed to be an original, and all of which together will constitute one and the same Agreement.

22. Interpretation. This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against either Party, nor shall any arbitrator or court interpreting or construing this Agreement apply a presumption against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared the document.

23. Section 409A. To the extent any provision of this Agreement or action by the Company would subject the Executive to liability for interest or additional taxes under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Company. It is intended that this Agreement will comply with Code Section 409A and the interpretive guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements and in-kind distributions, and this Agreement shall be administered accordingly, and interpreted and construed on a basis consistent with such intent. Each payment under Paragraph 2 above or any Company benefit plan is intended to be treated as one of a series of separate payments for purposes of Code Section 409A and Treasury Regulation § 1.409A-2(b)(2)(iii) (or any similar or successor provisions). To the extent any reimbursements or in-kind benefit payments under this Agreement are subject to Code Section 409A, such reimbursements and in-kind benefit payments shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) (or any similar or successor provisions). This Agreement may be amended to the extent necessary (including retroactively) by the Company in order to preserve compliance with Code Section 409A. The preceding shall not be construed as a guarantee of any particular tax effect for Executive's compensation and benefits and the Company does not guarantee that any compensation or benefits provided under this Agreement will satisfy the provisions of Code Section 409A.

[Remainder of page intentionally blank.]

READ THIS AGREEMENT AND RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT; IT INCLUDES A RELEASE AND WAIVER OF KNOWN AND UNKNOWN CLAIMS. CONSULT YOUR ATTORNEY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized officer to execute, this Agreement as of the day and year first above written.

DENNIS MEULEMANS

/s/ Dennis Meulemans

Date: April 29, 2015

ADDUS HEALTHCARE, INC.

By: /s/ Mark Heaney

Name: Mark Heaney

Title: Chief Executive Officer

Date: April 29, 2015



Contacts:
 Dennis Meulemans
 Chief Financial Officer
 Addus HomeCare
 (630) 296-3400
dmeulemans@addus.com

Scott Brittain
 Corporate Communications, Inc.
 (615) 324-7308
scott.brittain@cci-ir.com

ADDUS HOMECARE ANNOUNCES FIRST QUARTER 2015 RESULTS

- Net service revenues increase 14.3% to \$81.9 million
- Adjusted earnings per diluted share totals \$0.24; net income per diluted share totals \$0.19
 - Adjusted EBITDA grows 21.3% to \$5.4 million
- Announces purchase agreement for entry into New York market
 - Hires Don Klink as Chief Financial Officer

Downers Grove, Illinois (April 30, 2015) – Addus HomeCare Corporation (NASDAQ: ADUS), a comprehensive provider of home and community-based services that are primarily provided in the home and focused on the dual eligible population, today announced its financial results for the first quarter ended March 31, 2015.

For the quarter, net service revenues increased 14.3% to \$81.9 million from \$71.7 million for the first quarter of 2014. Net income was \$2.2 million, or \$0.19 per diluted share, for the first quarter of 2015 compared with \$2.4 million, or \$0.21 per diluted share, for the prior-year first quarter. Adjusted earnings per diluted share increased 14.3% to \$0.24 for the first quarter of 2015 from \$0.21 for the first quarter of 2014. Adjusted earnings per diluted share for the first quarter of 2015 exclude acquisition-related transaction expenses of \$0.02, incremental costs associated with Sarbanes-Oxley (“SOX”) Section 404 compliance efforts of \$0.02 and the \$0.01 impact of higher than expected taxes due to the suspension of Worker Opportunity Tax Credits for 2015, which Addus expects will be renewed. Adjusted EBITDA increased 21.3% to \$5.4 million in the first quarter of 2015 compared to \$4.5 million for the same period in 2014. (See page 7 for a reconciliation of all non-GAAP and GAAP financial measures.)

“We are pleased to report solid first quarter financial results and a new purchase agreement for an acquisition that, once consummated, will provide Addus entry into the large managed care market in New York,” commented Mark Heaney, President and Chief Executive Officer of Addus HomeCare. “Our financial results were driven by continued double-digit growth in our average billable census, which increased 11.9% for the quarter. This growth was the primary contributor to a 6.9% increase in same store revenue. We continued to produce good organic growth during the quarter with our traditional payers. Although the operational complexities involved in the transition of dual eligibles to MCOs again slowed the pace of referrals in Illinois, MCO revenue rose to 18.3% of total Addus revenue, from 15.4% for the fourth quarter of 2014 and 4.4% for the first quarter last year.

“While we do not control the pace of the transition of our client populations to MCOs across our markets, we continue to work with them to improve the healthcare of the dual eligible population

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with a corresponding lower cost of care. We are very excited to have recently entered into project engagements with MCOs in three states to assist these MCOs with, among other things, locating and engaging new members and providing initial health risk assessments (HRAs) for their dual eligible beneficiaries. These MCOs recognize that Addus' widely distributed workforce of nearly 19,000 home care personnel offers an experienced team well positioned locally to locate members and provide HRAs for this population.

"In addition to our efforts to drive organic growth, we continue to position Addus for future growth through our acquisition strategy. Following our first quarter acquisition of Priority Home Health Care in Ohio, this week we announced signing a definitive agreement to purchase South Shore Home Health Services, Inc., a New York state-licensed home care services agency primarily providing personal care services and headquartered on Long Island, New York. New York has been a leader in working with MCOs to better coordinate services for the state's dual eligible and Medicaid populations, and assuming consummation of this transaction, we will be entering this market with a strong, high quality home care provider."

South Shore currently serves Suffolk, Nassau, Queens and Westchester counties. For 2014, South Shore produced revenue of approximately \$47 million. Addus expects that, assuming satisfaction of all closing conditions (as to which no assurances can be made), including customary closing conditions for a transaction of this type (including New York regulatory approval), the purchase of South Shore is expected to be completed before year end or in early 2016 and that the purchase will be accretive to the Company's 2016 financial results.

Addus had \$7.4 million in cash at the end of the first quarter of 2015, no bank debt and \$40 million of availability under its revolving credit facility. Net cash used by operating activities was \$0.9 million for the first quarter of 2015 compared with net cash provided by operating activities of \$2.7 million for the first quarter of 2014.

Hires Don Klink as CFO

Heaney continued, "After a thorough search process, I am pleased to announce that Don Klink will be joining Addus as Chief Financial Officer effective May 11, 2015. Don brings over 30 years of in-depth financial experience to Addus from his work at both public and private companies. He has extensive experience with implementing, refining and managing the full range of financial functions required of publicly held companies. In addition, through his experience with operations, business development, IT, risk management and human resources, he has a keen understanding of the strategic and tactical needs of companies driving growth through organic expansion and acquisition. We welcome Don to Addus, and we are confident of his ability to contribute to our long-term growth."

Mr. Klink has over 30 years of in-depth financial experience from his work at both public and private companies. From October 2013 through April 2015, he provided various senior financial consulting services, including assignments through Tatum US, a management consulting firm. From 2009 to 2013, Mr. Klink worked at Hudson Global, Inc., a public talent solutions company, as the Americas CFO and General Manager of Financial Solutions. Prior to that, he held financial positions of increasing responsibility, including 10 years at publicly held Helene Curtis Industries, Inc. and Unilever P.L.C. after its acquisition of Helene Curtis Industries, Inc., where he, in addition to other positions, served as VP and Controller of a major business unit. Mr. Klink received his MBA from the University of Chicago and is a licensed CPA.

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Non-GAAP Financial Measures

The information provided in this release includes adjusted diluted earnings per share from continuing operations and adjusted EBITDA, which are non-GAAP financial measures. The Company defines adjusted diluted earnings per share as diluted earnings per share, adjusted for M&A expenses, incremental SOX 404 compliance expense and tax benefit from worker opportunity tax credits. The Company defines adjusted EBITDA as earnings before interest expense, taxes, depreciation, amortization, M&A expense and stock-based compensation expense. The Company has provided, in the financial statement tables included in this press release, a reconciliation of adjusted diluted earnings per share to diluted earnings per share and a reconciliation of adjusted EBITDA to net income, in each case, the most directly comparable GAAP measure. Management believes that adjusted diluted earnings per share and adjusted EBITDA are useful to investors, management and others in evaluating the Company's operating performance, to provide investors with insight and consistency in the Company's financial reporting and to present a basis for comparison of the Company's business operations among periods, and to facilitate comparison with the results of the Company's peers.

Conference Call

Addus will host a conference call to discuss its results for the first quarter today beginning at 5:00 p.m. Eastern time. The toll-free dial-in number is (877) 930-8289 (international dial-in number is (253) 336-8714), pass code 26364827. A telephonic replay of the conference call will be available through midnight on May 14, 2015, by dialing (855) 859-2056 (international dial-in number is (404) 537-3406) and entering pass code 26364827.

A live broadcast of Addus HomeCare's conference call will be available under the Investor Relations section of the Company's website: www.addus.com. An online replay of the conference call will also be available on the Company's website for one month, beginning approximately three hours following the conclusion of the live broadcast.

Forward-Looking Statements

Certain matters discussed in this press release constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may be identified by words such as "continue," "expect," and similar expressions. Forward-looking statements involve a number of risks and uncertainties that may cause actual results to differ materially from those expressed or implied by such forward-looking statements, including the consummation of acquisitions, anticipated transition to managed care providers, expected benefits and costs of acquisitions and dispositions, management plans related to dispositions, the possibility that expected benefits may not materialize as expected, the failure of the business to perform as expected, changes in reimbursement, changes in government regulations, changes in Addus HomeCare's relationships with referral sources, increased competition for Addus HomeCare's services, changes in the interpretation of government regulations, the uncertainty regarding the outcome of discussions with managed care

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organizations, changes in tax rates, the impact of adverse weather, and other risks set forth in the Risk Factors section in Addus HomeCare's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 16, 2015, which is available at <http://www.sec.gov>. Addus HomeCare undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. (Unaudited tables and notes follow).

About Addus

Addus is a comprehensive provider of home and community-based services that are primarily provided in the home and focused on the dual eligible population. Addus' services include personal care and assistance with activities of daily living, and adult day care. Addus' consumers are individuals who are at risk of hospitalization or institutionalization, such as the elderly, chronically ill and disabled. Addus' payor clients include federal, state and local governmental agencies, managed care organizations, commercial insurers and private individuals. For more information, please visit www.addus.com.

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ADDUS HOMECARE CORPORATION AND SUBSIDIARIES
Condensed Consolidated Statements of Income and Cash Flow Information
(amounts and shares in thousands, except per share data)

Income Statement Information:

	For the Three Months Ended March 31,	
	2015	2014
Net service revenues	\$ 81,915	\$ 71,683
Cost of service revenues	59,989	53,015
Gross profit	21,926	18,668
	26.8%	26.0%
General and administrative expenses	17,153	14,403
Depreciation and amortization	1,146	495
Total operating expenses	18,299	14,898
Operating income	3,627	3,770
Total interest expense, net	173	154
Income before taxes	3,454	3,616
Income tax expense	1,292	1,262
Net income	\$ 2,162	\$ 2,354
Net income per share:		
Basic	\$ 0.20	\$ 0.22
Diluted	\$ 0.19	\$ 0.21
Weighted average number of common shares outstanding:		
Basic	10,947	10,850
Diluted	11,162	11,110

Cash Flow Information:

	For the Three Months Ended March 31,	
	2015	2014
Net cash (used in) provided by operating activities	\$ (904)	\$ 2,670
Net cash (used in) by investing activities	(4,981)	(1,484)
Net cash (used in) provided by financing activities	(82)	214
Net change in cash	(5,967)	1,400
Cash at the beginning of the period	13,363	15,965
Cash at the end of the period	\$ 7,396	\$ 17,365

Condensed Consolidated Balance Sheets
(Amounts in thousands)

	March 31,	
	2015	2014
Assets		
Current assets		
Cash	\$ 7,396	\$ 16,965
Accounts receivable, net	74,370	59,042
Prepaid expenses and other current assets	6,158	4,795
Deferred tax assets	8,508	8,326
Total current assets	96,432	89,128
Property and equipment, net	8,075	3,897
Other assets		
Goodwill	66,088	59,986
Intangible assets, net	11,540	8,538
Investment in joint venture	900	900
Other assets	255	93
Total other assets	78,783	69,517
Total assets	\$183,290	\$162,542
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	\$ 2,995	\$ 3,715
Current portion of capital lease obligations	993	—
Current portion of contingent earn-out obligation	1,000	—
Accrued expenses	38,295	38,834
Deferred revenue	—	5
Total current liabilities	43,283	42,554
Long-term liabilities		
Deferred tax liabilities	5,845	3,441
Capital lease obligations, less current portion	2,425	—
Contingent earn-out obligation, less current portion	1,120	—
Total long-term liabilities	9,390	3,441
Total liabilities	52,673	45,995
Total stockholders' equity	130,617	116,547
Total liabilities and stockholders' equity	\$183,290	\$162,542

Key Statistical and Financial Data (Unaudited)

	For the Three Months Ended	
	March 31,	
	2015	2014
General:		
Adjusted EBITDA (in thousands) (1)	\$ 5,400	\$ 4,453
States served at period end	22	23
Locations at period end	132	128
Employees at period end	18,844	16,648
Home & Community		
Average billable census - same store	31,102	29,497
Average billable census - acquisitions	1,908	—
Average billable census total	33,010	29,497
Billable hours (in thousands)	4,754	4,236
Average billable hours per census per month	48.0	47.9
Billable hours per business day	75,468	67,243
Revenues per billable hour	\$ 17.23	\$ 16.92
Percentage of Revenues by Payor:		
State, local and other governmental programs	77.7%	91.0%
Managed Care	18.3	4.4
Commercial	0.9	1.1
Private duty	3.1%	3.5%

- (1) We define Adjusted EBITDA as earnings before interest expense, taxes, depreciation, amortization, M&A expenses and stock-based compensation expense. Adjusted EBITDA is a performance measure used by management that is not calculated in accordance with generally accepted accounting principles in the United States (GAAP). It should not be considered in isolation or as a substitute for net income, operating income or any other measure of financial performance calculated in accordance with GAAP.

Adjusted EBITDA (1) (Unaudited)**For the Three Months
Ended March 31,**

	<u>2015</u>	<u>2014</u>
Reconciliation of Adjusted EBITDA to Net Income:		
Net income	2,162	\$ 2,354
Interest expense, net	173	154
Income tax expense	1,292	1,262
Depreciation and amortization	1,146	495
M&A expenses	291	65
Stock-based compensation expense	336	123
Adjusted EBITDA	<u>\$ 5,400</u>	<u>\$ 4,453</u>

Reconciliation of Diluted Earnings per Share to Adjusted Diluted Earnings per Share: (2)

Diluted earnings per share	\$ 0.19	\$ 0.21
M&A expenses	0.02	—
Incremental SOX 404 compliance expense	0.02	—
Tax benefit from worker opportunity tax credits	0.01	—
Adjusted diluted earnings per share from continuing operations	<u>\$ 0.24</u>	<u>\$ 0.21</u>

(1) We define Adjusted EBITDA as earnings before interest expense, taxes, depreciation, amortization, M&A expenses and stock-based compensation expense. Adjusted EBITDA is a performance measure used by management that is not calculated in accordance with generally accepted accounting principles in the United States (GAAP). It should not be considered in isolation or as a substitute for net income, operating income or any other measure of financial performance calculated in accordance with GAAP.

(2) We define Adjusted diluted earnings per share as diluted earnings per share, adjusted for M&A expenses, incremental SOX 404 compliance expense and tax benefit from worker opportunity tax credits. Adjusted diluted earnings per share is a performance measure used by management that is not calculated in accordance with generally accepted accounting principles in the United States (GAAP). It should not be considered in isolation or as a substitute for net income, operating income or any other measure of financial performance calculated in accordance with GAAP.