
**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 AND EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): July 31, 2017 (July 28, 2017)

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 No.)

**6801 Gaylord Parkway, Suite 110,
Frisco, TX**
(Address of Principal Executive Offices)

75034
(Zip Code)

(469) 535-8200
(Registrant's telephone number, including area code)

Not Applicable
(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))

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement

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

Retirement of Brenda Belger

On July 28, 2017, Addus HealthCare, Inc. (“Addus HealthCare”), a wholly-owned subsidiary of Addus HomeCare Corporation (the “Company”) and Brenda Belger, its Executive Vice President and Chief Human Resource Officer, entered into a Transition Agreement (the “Transition Agreement”). Pursuant to the Transition Agreement, among other things, Ms. Belger is retiring from her position effective as of August 14, 2017 (the “Transition Effective Date”), and Addus HealthCare agreed to continue to employ Ms. Belger in a non-executive role for a period commencing on the Transition Effective Date and ending on March 6, 2018.

Pursuant to the Transition Agreement, Addus HealthCare will continue to pay Ms. Belger in accordance with the terms of her existing Amended and Restated Employment Agreement (the “Belger Employment Agreement”) through September 1, 2017. Thereafter, Addus HealthCare will pay Ms. Belger a salary of \$12,000 annually through April 6, 2018. In connection with the Transition Agreement, conditioned upon her strict compliance with the restrictive covenants set forth in the Belger Employment Agreement regarding non-competition, non-solicitation, non-disclosure, non-disparagement and other matters, Ms. Belger is entitled to (i) a pro rata portion of the bonus she would have received, if any, had she continued to serve as contemplated under the Belger Employment Agreement, (ii) payment of all accrued but unused paid time off, and (iii) retention of certain computer equipment. In addition, all previously received equity awards to Ms. Belger will continue to vest in accordance with the terms of applicable stock plans and award agreements through April 6, 2018.

Succession by Laurie Manning

Also on July 28, 2017, Addus HealthCare, Inc. entered into an Employment and Non-Competition Agreement with Laurie Manning (the “Employment Agreement”) effective August 14, 2017 (the “Effective Date”). Ms. Manning will succeed Ms. Belger as Executive Vice President and Chief Human Resource Officer.

Ms. Manning brings over 25 years of experience working with dispersed healthcare workforces to Addus HealthCare. Previously, she was the Vice President, Human Resources for Dallas-based Epic Health Services, which provides home health services for medically fragile children and adults in 21 states and which she joined in 2012. Previously, she served at Humana for two years as Human Capital Leader, Human Resources and 17 years with Concentra, Inc., a provider of a range of healthcare services through over 300 medical center locations in 40 states and 140 onsite medical facilities, for whom Ms. Manning most recently served for five years as Vice President, Human Resources, East Region.

The Employment Agreement has a term of one year 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, Ms. Manning is entitled to an annual base salary of \$250,000 and, at the discretion of the Compensation Committee of the Company’s Board of Directors, an annual bonus in a target amount of seventy-five percent (75%) of the Executive’s annual base salary (pro-rated for any partial year, provided that Ms. Manning is actively employed on the payment date and has not given notice of resignation on or prior to such date) for performance against established objectives at target levels. Ms. Manning is also entitled to participate in Addus HealthCare’s health, disability, vacation, tuition reimbursement, and 401(k) plans, with matching contributions by Addus HealthCare of up to 6% of Ms. Manning’s annual contribution. In addition, Ms. Manning is entitled to a life insurance policy with a death benefit of up to five times her base salary, although Addus HealthCare is not required to pay more than 3% of Ms. Manning’s base salary for such insurance policy.

In connection with her employment, on the Effective Date, Ms. Manning will be granted nonqualified stock options to purchase 20,000 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 a Nonqualified Stock Option Award Agreement, dated as of the Effective Date, between the Company and Ms. Manning. 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, Ms. Manning will be granted 10,000 shares of restricted Common Stock. The restricted Common Stock will vest over a four-year period subject to the terms and conditions of a Restricted Stock Award Agreement, dated as of the Effective Date, between the Company and Ms. Manning.

If Ms. Manning’s employment is terminated with “Reasonable Cause” (as defined in the Employment Agreement), by reason of her death or disability or by Ms. Manning without “Good Reason” (as defined in the Employment Agreement), she 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) Ms. Manning's employment is terminated without Reasonable Cause, by Ms. Manning for Good Reason, or by the Company as a result of non-renewal, each subject to the conditions set forth in the Employment Agreement, Ms. Manning will be entitled to receive her "Base Cash Compensation" (as defined in the Employment Agreement) payable in equal installments for twelve months following termination, or (b) if Ms. Manning's employment is terminated without Reasonable Cause in connection with a "Change In Control" (as defined in the Employment Agreement), she will be entitled to receive her "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, Ms. Manning 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 her 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, Ms. Manning has agreed that during the Initial Employment Term and any extension thereof, and for one year following termination, Ms. Manning 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 Ms. Manning from disclosing any confidential information of Addus HealthCare and certain of its affiliates. Ms. Manning has agreed to assign to Addus HealthCare all inventions developed during the employment period. Ms. Manning has also agreed not to disparage Addus HealthCare or certain of its affiliates.

These summaries are qualified in their entirety by reference to the full texts of the Transition Agreement attached hereto as Exhibit 10.1 and the Employment Agreement attached hereto as Exhibit 10.2, incorporated by reference herein.

Item 8.01. Other Events

On July 31, 2017, the Company issued a press release announcing the hiring of Ms. Manning and the retirement of Ms. Belger, the text of which is set forth as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following items are included as Exhibits to this Form 8-K and incorporated herein by reference:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Transition Agreement and Release, effective as of August 14, 2017, by and between Addus HealthCare, Inc. and Brenda Belger.
10.2	Employment and Non-Competition Agreement, effective as of August 14, 2017, by and between Addus HealthCare, Inc. and Laurie Manning.
99.1	Press Release dated July 31, 2017.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ADDUS HOMECARE CORPORATION

Dated: July 31, 2017

By: /s/ Brian Poff
Name: Brian Poff
Title: Chief Financial Officer

TRANSITION AGREEMENT AND RELEASE

This TRANSITION AGREEMENT AND RELEASE (this "Agreement") is effective as of August 14, 2017 (the "Effective Date"), by and between Addus HealthCare, Inc., an Illinois corporation (the "Company"), and Brenda Belger, an individual domiciled in the State of Texas (the "Employee"). The Company and Employee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Employee has served as the Chief Human Resources Officer of the Company since June 1, 2016, pursuant to an Employment and Non-Competition Agreement, as amended and restated on April 25, 2017 (the "Employment Agreement");

WHEREAS, Employee intends to retire from employment and has provided notice of her intent to terminate the Employment Agreement without Good Reason prior to the expiration of the Employment Term (as defined therein), pursuant to, and in accordance with, Section 7(b) of the Employment Agreement;

WHEREAS, the Company, however, desires to continue to employ Employee in a reduced, non-executive role from and after the Effective Date until April 6, 2018 in order for Employee to perform certain transition services for the Company as set forth in this Agreement (the "Transition Services");

WHEREAS, in exchange for the additional promises set forth herein, Employee has agreed to perform the Transition Services, and the Company has agreed to employ Employee; and

WHEREAS, Employee acknowledges that, as a result of Employee's Section 7(b) resignation, Employee is not entitled to any Severance Pay and would not be entitled to any portion of the bonus described in Section 3(b) of the Employment Agreement absent Employee's execution of this Agreement.

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

1. Term of Employment.

The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company for the period commencing as of the Effective Date and ending on April 6, 2018 (the "Transition Term").

2. Employment Duties.

Beginning on the Effective Date and continuing through September 1, 2017 (the "Initial Employment Period"), Employee shall provide orientation assistance to the Chief Human Resources Officer of the Company. After September 1, 2017, and for the remainder of the Transition Term (the "Consulting Period"), Employee shall instead serve as a full time non-exempt consultant to the Company, providing services to affect the orderly transition of Employee's former duties and responsibilities with the Company and such other special projects as requested by the Company from time to time (the "Transition Services"). During the Transition Term, Employee shall report directly to the Chief Executive Officer (the "CEO") of the Company.

3. **Compensation.**

The Company will pay the Employee as follows during the Transition Term:

- (a) **Base Salary.** During the Initial Employment Period, the Company will continue to pay Employee in accordance with the Employment Agreement (the "Initial Salary"). Thereafter, during the Consulting Period, the Company will pay Employee a minimum annual salary of \$12,000 (the "Consulting Salary"), with such amount being subject to upward adjustment as necessary to comply with applicable laws governing minimum wage. As a non-exempt employee, Employee shall also be eligible to earn during the Consulting Period overtime in accordance with applicable law. The Initial Salary and the Consulting Salary shall be paid in accordance with the normal payroll practice of the Company and subject to applicable withholdings and deductions.
- (b) **Bonus and Other Compensation.** In exchange for Employee's execution and performance of this Agreement and her strict compliance with the covenants incorporated by reference in Section 6 below, the Company agrees to provide Employee with the following benefits to which Employee would not otherwise be entitled: (i) payment of a pro rata portion of the bonus Employee would have received, if any, had Employee continued in employment with the Company through the payment date at her prior annual salary rate of \$275,000 per year and not given notice of resignation prior thereto, with such pro rata portion being eight-twelfths of the bonus the Compensation Committee shall award, in its sole discretion, if any, based on the quantitative and qualitative factors described on Exhibit B of the Employment Agreement (the "Pro Rata Bonus"); (ii) payment of all accrued but unused Paid Time Off, with such payment being made on the first payroll period occurring during the Consulting Period; and (iii) permission to keep a Company computer, iPad and printer currently residing in Employee's home, provided that all other Company property residing on such devices be returned in accordance with this Agreement. The Bonus and Other Compensation described in this Section 3(b)(i)-(iii) shall hereinafter be referred to as the "Separation Benefits." Employee acknowledges that Employee shall not be eligible to receive any other bonus other than the Pro Rata Bonus, if any. Employee's entitlement to the Separation Benefits above is expressly conditioned on Employee completing the Transition Term and timely executing, delivering, and not revoking the general release attached hereto as Exhibit 1 within a sixty (60) day period following the expiration of the Transition Term.

- (c) **Options.** Employee has previously received equity awards pursuant to the Employment Agreement. Such equity awards shall continue to vest in accordance with the terms of the 2009 Stock Incentive Plan and applicable award agreements. However, Employee shall not be eligible for any other stock option or restricted stock awards during the Transition Term.

4. Expenses.

During the Initial Employment Period, Employee shall be authorized to continue to incur reasonable business expenses on behalf of the Company in accordance with the Employment Agreement, and the Company shall reimburse Employee for reasonable business expenses incurred by her during the Initial Employment Period in connection with the performance of her duties hereunder but conditioned upon and subject to the Company's established policies and procedures, including written receipt from Employee of an itemized accounting in accordance with the Company's regular business expense verification practices. During the Consulting Period, Employee shall not be authorized to incur reasonable business expenses on behalf of the Company absent the express written consent of the CEO.

5. Benefits.

During the Initial Employment Period, Employee shall continue to receive the same benefits Employee received under Section 5 of the Employment Agreement. Thereafter, during the Consulting Period, Employee shall be eligible to receive medical, dental and vision insurance described in Section 5, Paragraph (d) of the Employment Agreement.

6. Employee Covenants.

Employee acknowledges that Employee has previously executed an Employment Agreement, which includes in Section 9 thereof certain non-competition, non-solicitation, non-disclosure, and non-disparagement covenants, as well as covenants to return Company property; confidentiality and other acknowledgement provisions; and remedies for any breach of Section 9 of the Employment Agreement. Employee promises to adhere to all the terms of Section 9 of the Employment Agreement, which shall remain in full force and effect following execution of this Agreement and which are hereby incorporated by reference as originally executed and acknowledged by both Parties, provided, however, that nothing incorporated herein shall prevent Employee from making a good-faith, truthful report to a government agency with oversight responsibility of the Company or from otherwise participating in a government investigation. For an avoidance of doubt, all remedies for any breach of Section 9 of the Employment Agreement are also hereby incorporated by reference.

7. Prior Agreement.

Except as otherwise provided herein, including, without limitation with respect to Section 6 hereof, this Agreement supersedes and is in lieu of any and all other employment arrangements between Employee 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.

8. Assignment.

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

9. 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 the respective Parties, if mailed or sent by overnight courier service, shall be to the following addresses:

(a) if to Employee, to:

Brenda Belger
165 Lake View Circle
Montgomery, Texas 77356

(b) if to the Company, to:

Addus HealthCare, Inc.
6801 Gaylord Parkway
Suite 110
Frisco, TX 75034
Attention: CEO

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

Bass Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: David Cox, Esq.
Telephone: (615) 742-6299
Facsimile: (615) 742-2864
E-mail: dcox@bassberry.com

Any Party may change its address for notice by giving all other Parties notice of such change pursuant to this Section 9.

10. Amendment.

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

11. 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.

12. Invalidity of Any Provision.

The provisions of this Agreement are severable, it being the intention of the Parties 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.

13. 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. Notwithstanding any other provision to the contrary, a termination of employment with the Company shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of “deferred compensation” (as such term is defined in §409A) upon or following a termination of employment unless such termination is also a “separation from service” from the Company within the meaning of Code §409A and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this agreement, references to a “separation,” “termination,” “termination of employment or like terms shall mean “separation from service.” If Employee 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 Employee’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 Employee 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 Employee, (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, Employee’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.

14. Governing Law.

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

15. 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 Employee'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 Texas and mutually selected by the Company and Employee (the "Arbitrator"). If the Company and Employee 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 Employee 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 Employee mutually agree to extend this time period. The arbitration shall take place in Dallas, Texas. 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 12. 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 Employee 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, Employee irrevocably waives her 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 Texas. For any such action, Employee further irrevocably consents to the personal jurisdiction of the state and federal courts in the State of Texas.

16. WAIVER OF JURY TRIAL.

NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE ANCILLARY AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 19 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND

THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 16 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

20. **Attorneys' Fees.**

If either Party is required to enforce any of her or its rights under this Agreement, including, without limitation, any right under Section 6 hereof, the prevailing party shall be entitled to recover from the other Party all attorneys' fees, court costs, and other reasonable expenses incurred in connection with the enforcement of those rights.

21. **Survival.**

Notwithstanding anything herein to the contrary, obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation those obligations contained in Section 6, shall survive termination or expiration of this Agreement for any reason.

[Remainder of Page Intentionally Left Blank]

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

ADDUS HEALTHCARE, INC.

By: /s/ R. Dirk Allison

Name: R. Dirk Allison

Title: President & Chief Executive Officer

/s/ Brenda Belger

Brenda Belger

Signature page to Belger Employment Agreement

Exhibit 1

GENERAL RELEASE

In consideration of the Separation Benefits described in the Transition Agreement and Release by and between Addus HealthCare, Inc., an Illinois corporation (the "Company"), and Brenda Belger, an individual domiciled in the State of Texas (the "Employee") (the "Transition Agreement"), and as required by Section 3(d) thereof, Employee hereby agrees to the following general release (the "Release"). The Company and Employee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Release.

(a) Employee hereby waives, releases, and forever discharges the Company, its subsidiaries, business units, affiliates, parent companies, predecessors, successors, and its respective officers, directors, employees, agents, and legal counsel (collectively, the "Released Parties") from any and all claims, causes of action, demands, damages, costs, expenses, liabilities, grievances, or other losses, whether known or unknown, that in anyway arise from, grow out of, or are related to Employee's employment with the Company, Employee's termination of employment with the Company, or events that occurred before the date Employee executes this Release. Employee understands that the general release of claims contained in this Section 1 does not, however, waive any claim or cause of action that may arise after this Release is executed by Employee.

(b) Without limiting the generality of the foregoing, this general release of claims is intended to and shall release the Released Parties from any and all claims arising under federal, state, or local law prohibiting employment discrimination and all claims arising out of any legal restrictions on the Company's right to terminate its employees, including any breach of contract claims. This general release of claims also specifically releases the Released Parties from all claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA), the National Labor Relations Act (NLRA), the Employment Retirement Income Security Act (ERISA), the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), and the Equal Pay Act (EPA), as well as all other applicable federal, state, or local codes, laws, regulations, and ordinances concerning Employee's employment. This general release of claims shall not apply to claims that cannot be waived as a matter of law, including *certain* wage claims under the Fair Labor Standards Act (FLSA) or other state laws, claims under any applicable workers' compensation laws, or claims under unemployment compensation laws.

2. No Current Claims; Covenant Not to Sue. Employee represents and warrants that Employee has not filed any complaint(s) or charge(s) against the Company or any of the other Released Parties with the Equal Employment Opportunity Commission ("EEOC") or the state commission empowered to investigate claims of employment discrimination, the Department of Labor, the Office of Federal Contract Compliance Programs, or with any other

local, state, or federal agency or court. Employee acknowledges and understands, however, that nothing in this Release shall prevent Employee from filing a charge of discrimination with the EEOC or a comparable state agency, but Employee agrees that should Employee obtain damages, or should the EEOC or any other third party obtain damages or other relief on Employee's behalf, arising out of a claim concerning Employee's employment with the Company, Employee will completely waive and forego the receipt of all such damages or other relief. Other than as authorized by the second sentence of this Section 2, Employee covenants and agrees not to file, commence, or initiate, whether directly or indirectly, any complaint or charge of any nature, whether related to employment discrimination or not, at any time hereafter against any of the Released Parties, and if any court, tribunal, or agency assumes or has assumed jurisdiction over any such complaint or charge, Employee shall promptly request in writing that the court, tribunal, or agency dismiss the matter. If Employee breaches this covenant not to sue, Employee hereby agrees to pay all of the reasonable costs and attorneys' fees actually incurred by the Released Parties in defending against such claims, together with any further damages as may result, directly or indirectly, from that breach.

3. **No Admission of Wrongdoing or Liability.** It is understood and agreed that this Release is in compromise of all existing, potential, or disputed claims. Nothing contained in this Release will constitute, or be construed as or is intended to be, an admission or an acknowledgment by the Released Parties of any wrongdoing or liability, all such wrongdoing and liability being expressly denied.

4. **Confidential Nature of This Release.** Employee agrees to maintain absolute confidentiality and secrecy concerning the terms of this Release and will not reveal, or disseminate by publication in any manner whatsoever, this document or any matters pertaining to it to any other person (in the broadest sense of the term), including without limitation any past or present employee, officer, or director of the Company or any media representative, except as required by legal process. This confidentiality provision does not apply to communications necessary between immediate family members, legal and financial planners, or tax preparers. However, Employee shall ensure that such individuals also uphold the confidentiality of this Release.

5. **Restrictive Covenants.** Employee acknowledges that Employee has previously executed a Transition Agreement, which incorporates by reference in Section 6 thereof certain non-competition, non-solicitation, non-disclosure, and non-disparagement covenants, as well as covenants to return Company property; confidentiality and other acknowledgement provisions; and remedies for any breach of Section 6 of the Transition Agreement. Employee acknowledges and understands that the restrictive covenants included in Section 6 of the Transition Agreement survive the termination or expiration of the Transition Agreement and shall remain in full force and effect following the execution of this Release.

6. **Disclosure.** Employee acknowledges and warrants that Employee is not aware of, or that Employee has fully disclosed to the Company, in writing, any matters for which Employee was responsible or that came to Employee's attention as an employee of the Company that might give rise to, evidence, or support any claim of illegal conduct, regulatory violation, unlawful discrimination, or other cause of action against the Company.

7. **Company Property.** Employee represents and covenants that Employee has returned, or will return to Company, upon Company's request and in no event any later than the March 13, 2018, all property of the Company, including but not limited to all keys to the Company's offices, all equipment of any type, all documents, client lists, vendor lists, sales data or sales materials, customer preferences, marketing materials, product cost information, written information, forms, formulae, Company plan documents, Company legal documents, work-related e-mails, password access codes, and any other items relating to the Company's business that Employee generated or received from the Company (or any entity affiliated with the Company), as well as any records and copies of the same, which are in Employee's possession or control, including but not limited to all originals, copies, derivations, and summaries of any of the Company's confidential or proprietary information and/or trade secrets. Employee agrees to destroy any and all Company documents, including but not limited to e-mails and documents that Employee may have stored on Employee's personal computers or other electronic devices of any kind.

8. **Remedies.** Employee understands and agrees that if Employee breaches any term of this Release, including, without limitation, any obligation under Section 5 hereof, Employee shall be subject, upon petition to any court of competent jurisdiction, to any remedy available to the Company at law or in equity, including the disgorgement and recoupment of any consideration given under this Release and the Transition Agreement; temporary, preliminary, and permanent injunctive relief enjoining Employee from any such breach or threatened breach, without the necessity of proving the inadequacy of monetary damages or the posting of any bond or security; damages; and pursuant to Section 17 hereof, payment of all reasonable attorney's fees incurred by the Company.

9. **Binding Effect.** This Release will be binding upon and inure to the benefit of the Parties and their respective officers, directors, employees, agents, legal counsel, heirs, successors, and assigns.

10. **Governing Law.** This Release will be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its choice of law rules.

11. **Notice.** All notices, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given and received (i) if delivered personally, (ii) three (3) business days after being mailed, certified mail, return receipt requested, (iii) one (1) business day after being sent by nationally recognized overnight delivery service, or (iv) if sent via facsimile or similar electronic transmission during normal business hours, as evidenced by mechanical confirmation of such facsimile or other electronic transmission:

(a) if to Employee, to:

Brenda Belger
165 Lake View Circle
Montgomery, Texas 77356

(b) if to the Company, to:

Addus HealthCare, Inc.
6801 Gaylord Parkway
Suite 110
Frisco, TX 75034
Attention: CEO

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

Bass Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: David Cox, Esq.
Telephone: (615) 742-6299
Facsimile: (615) 742-2864
E-mail: dcox@bassberry.com

Any Party may change its address for notice by giving all other Parties notice of such change pursuant to this Section 11.

12. **Counterparts.** This Release may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Release. Counterpart signature pages to this Release transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

13. **No Waiver.** Should the Company fail to require strict compliance with any term or condition of this Release, such failure shall not be deemed a waiver of such terms or conditions, nor shall the Company’s failure to enforce any right it may have preclude it from thereafter enforcing its rights under this Release.

14. **Entire Agreement.** This Release, together with the Transition Agreement, contains the entire understanding of the Parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof.

15. **No Oral Modification.** This Release may not be amended or modified except by an agreement in writing signed by both Parties.

16. **Severability.** If a court of competent jurisdiction should rule that any provision of this Release is invalid, illegal, or unenforceable in any respect, such ruling shall not affect the validity and enforceability of any other provision thereof, and this Release shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Attorneys' Fees.** The Parties agree that in the event it becomes necessary to seek judicial remedies for the breach or threatened breach of this Release, the prevailing party will be entitled, in addition to all other remedies, to recover from the non-prevailing party reasonable attorneys' fees and costs.

18. **Section 409A Compliance.** The intent of the parties is that payments and benefits under this Release comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Release shall be interpreted to be in compliance therewith. In no event whatsoever shall the Company be liable for any additional tax, interest, or penalty that may be imposed on Employee by Code Section 409A or damages for failing to comply with Code Section 409A. The Parties acknowledge that the provisions of Section 13 of the Transition Agreement are hereby incorporated herein.

19. **Consideration and Revocation Period.** Employee acknowledges that Employee has a period of sixty (60) days after Employee's receipt of this Release in which to consider entering into this Release (the "Consideration Period"). Employee has the right to sign this Release sooner than the expiration of the Consideration Period. If Employee does so, Employee acknowledges that Employee waives the right to the full 60-day Consideration Period. Employee may also revoke the signed Release at any time during a seven (7) day period following Employee's execution of this Release, (the "Revocation Period") by providing written notice of revocation in accordance with Section 11 of this Release. The notice must be received by the Company no later than the seventh day after signing this Release.

20. **Agreement Knowing and Voluntary.** Employee is advised that Employee has the right to and should consult with an attorney of Employee's choice, at Employee's expense, during the Consideration and/or Revocation Periods. By signing this Release, Employee acknowledges that Employee has had an adequate opportunity to consult with an attorney and consider this Release. Employee further acknowledges that Employee has carefully read and fully understands all the provisions of this Release, specifically including the General Release of Claims included in Section 1 of this Release. Employee acknowledges that Employee is fully satisfied with the terms and conditions of this Release, including, without limitation, the Separation Benefits received, or to be received, by Employee from the Company. Finally, Employee also acknowledges that Employee is voluntarily entering into this Release without any threat or coercion. If Employee chooses to revoke this Release within the Revocation Period, the Release shall become null and void, and Employee shall not be entitled to any of the Separation Benefits and shall, to the extent already received, immediately return such Separation Benefits to the Company, as further required by Section 3(d) of the Transition Agreement. Should Employee not exercise Employee's right to revoke this Release within seven (7) days of the date of execution, this Release shall be held in full force and effect, and each Party shall be obligated to comply with its requirements.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Release as of the date below.

Dated:

Brenda Belger

Dated:

ADDUS HEALTHCARE, INC.

By: R. Dirk Allison

Title: Chief Executive Officer

EMPLOYMENT AND NON-COMPETITION AGREEMENT

This EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Agreement") is effective as of August 14, 2017 (the "Effective Date"), by and between Addus HealthCare, Inc., an Illinois corporation (the "Company"), and Laurie Manning, an individual domiciled in the State of Texas (the "Executive"). The Company and Executive are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

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 Executive Vice President and Chief Human Resources Officer, and the Parties 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; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties, 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 first (1st) 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 her 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 her professional time, loyalty, and efforts to discharge her duties hereunder on a timely basis; (ii) use her 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 Executive Vice President and Chief Human Resources Officer, a senior executive position that reports directly to the President and Chief Executive Officer (the “CEO”) 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 Two Hundred Fifty Thousand Dollars (\$250,000), 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, but in all events, in the fiscal year following the fiscal year in which it was earned, 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 or as soon as practicable following the Effective Date, the Executive will be granted (i) a nonqualified stock option pursuant to Addus HomeCare Corporation 2017 Omnibus Incentive Plan or the Addus HomeCare Corporation Amended and Restated 2009 Stock Incentive Plan (in either case, the "Plan") to purchase 20,000 unrestricted 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, and (ii) 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. The equity awards will vest annually over a four-year period and will be subject to such other terms and conditions set forth in the Plan and applicable award agreements.

4. Expenses.

It is recognized that the Executive in the performance of her 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 her during the Employment Term in connection with the performance of her 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. Such policies shall also be in effect for frequent travel by the Executive to the Company's Corporate Center which it is agreed shall be as needed and commensurate with the Executive's duties and responsibilities during her employment hereunder; such time spent onsite at the Corporate Center may vary from time to time depending on the Executive's tenure and the results of the Company.

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.
- (b) Five (5) days personal/sick leave per year, with pay.
- (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 her 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 her 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 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 her 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;

(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; or

- (b) The Executive's employment hereunder shall be terminated in the event of her death, and the Company may, consistent with applicable law, 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 her 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 her 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 her 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) Notwithstanding anything herein to the contrary, 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 her employment not been terminated (if any), 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, which determination will be based on the actual performance of the Company;
 - (iii) Any accrued but unpaid benefits under Section 5 hereof for any period prior to the effective date of termination, in accordance with the terms of the applicable plan or arrangement;

(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, 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), plus, if the Executive timely elects to continue her health, dental, and/or vision insurance coverage under COBRA, the Executive shall be eligible to receive after-tax cash payments equal to the difference between her 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 tax withholdings and deductions).

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 (subject to Section 8(d) hereof) 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), 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 her health, dental and/or vision insurance coverage under COBRA, the Executive shall be eligible to receive after-tax cash payments equal to the difference between her 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 tax withholdings and deductions) until one (1) year following the termination of the Executive's employment. 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 she is not personally subject to any agreement, order or decree that restricts her acceptance of this Agreement and performance of her 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 her own behalf or on behalf of any other person or entity whom she 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.

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 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 she 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 she will not, for any reason or purpose whatsoever, except in the performance of her 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 she 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 her own behalf or on behalf of any other person or entity that she 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 her employment that could have been obtained by her from public sources without the expenditure of significant time, effort, and expense. Notwithstanding anything in this Section 9(c) to the contrary, nothing herein shall prohibit Executive from making a good-faith, truthful report to a government agency with oversight responsibility of the Company.

- (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 her 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, she 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 her 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 she 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 her 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 her from enforcement of the covenants contained herein and that she will be able to earn a reasonable livelihood following termination of her 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, to the extent such set-off would not result in a penalty under Code §409A with regard to amounts that are deemed deferred compensation under Code §409A.

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 her 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 the respective Parties, if mailed or sent by overnight courier service, shall be to the following addresses:

- (a) if to the Executive, to:

Laurie Manning
2299 Briar Court
Frisco, TX 75034

- (b) if to the Company, to:

Addus HealthCare, Inc.
6801 Gaylord Parkway
Suite 110
Frisco, TX 75034
Attention: CEO

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

Bass Berry & Sims PLC
150 Third Avenue South
Suite 2800
Nashville, TN 37201
Attention: David Cox, Esq.
Telephone: (615) 742-6299
Facsimile: (615) 742-2864
E-mail: dcox@bassberry.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 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. Notwithstanding any other provision to the contrary, a termination of employment with the Company shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of “deferred compensation” (as such term is defined in §409A) upon or following a termination of employment unless such termination is also a “separation from service” from the Company within the meaning of Code §409A and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this agreement, references to a “separation,” “termination,” “termination of employment or like terms shall mean “separation from service.” 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 Texas as applied to agreements entirely entered into and performed in Texas by Texas 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 Texas 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 Dallas, Texas. 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 her 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 Texas. For any such action, the Executive further irrevocably consents to the personal jurisdiction of the state and federal courts in the State of Texas.

19. **WAIVER OF JURY TRIAL.**

NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE ANCILLARY AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 19 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 19 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

[Remainder of Page Intentionally Left Blank]

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

ADDUS HEALTHCARE, INC.

By: /s/ R. Dirk Allison

Name: R. Dirk Allison

Title: President & Chief Executive Officer

/s/ Laurie Manning

Laurie Manning

Signature page to Belger Employment Agreement

Exhibit A
Employment Duties

The Executive shall have those duties set forth below in “Chief Human Resource Officer Job Description” and such other duties and responsibilities which are assigned to the Executive by the President and CEO or the Board of Directors and which are appropriate for the position of the Executive.

The Executive shall be subject to the authority of the Board of Directors and shall report directly to the President and 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 which may be reasonably determined by the CEO or the Board of Directors to be in the best interests of the Addus HealthCare Group.

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 her role as Chief Human Resource Officer, subject to oversight by the President and CEO and the Board of Directors.

Job Description
Chief Human Resources Officer
Addus HealthCare, Inc.

Position Summary

The Chief Human Resource Officer (“CHRO”) will be a visionary that will leverage our Human Resources (“HR”) to lead the Company to the next stage of its evolution. The CHRO will be responsible for providing the strategic vision and leadership for the Company’s human resource function, and directing the development and execution of all HR programs and initiatives. The CHRO will direct the planning and implementation of enterprise HR systems in support of business operations, and the development of HR solutions to improve business development, service quality and cost control.

Senior management views HR as a critical competitive advantage and, because of this, the CHRO and the information services department are viewed as potentially having a significant impact on the Company’s future growth and success. The CHRO will develop an overall HR plan for the Company that will align HR priorities and capabilities with the needs of the business. In carrying out these responsibilities, the CHRO will work closely with other Company executives, serve as a key member of the senior management team, and communicate the “vision” for human resource services within the Company. The CHRO must be able to develop and maintain excellent working relationships with the executive team and, in essence, be viewed as a business partner by the users.

The CHRO will be expected to anticipate changes in the business and routinely identify opportunities in human resources to maximize productivity and profitability in all areas. She will serve as a counselor to and catalyst for other senior executives in identifying areas for HR improvement that will result in operational efficiencies, increased productivity and communications. She will work with other executives in the Company to continually prioritize the human resource needs of the Company and will recommend specific new HR enhancement and implementation projects.

Key Responsibilities

Strategy & Planning

- As a member of the senior executive team, support the Company's strategic and operational governance processes.
- Lead the Human Resources Department strategic and operational planning process in support of the Company's objectives, promoting innovation, prioritizing initiatives, and coordinating the evaluation, deployment and management of current and future HR systems across the organization.
- Establish annual Human Resources Department objectives, and direct the development and revision of operating policies and procedures.
- Develop and maintain an Human Resources Department organizational structure and a strong team that supports the HR needs of the business.
- Identify opportunities for the appropriate and cost-effective investment of financial resources in HR systems and resources, including staffing, sourcing, purchasing and in-house development.
- As appropriate, assess and recommend on the improvements/re-engineering of the Human Resources organization.
- Develop, monitor and control the Human Resources annual operating and capital budgets, and develop business case justifications and cost/benefit analyses for HR spending and initiatives.

Acquisition, Development & Deployment

- Coordinate and facilitate consultation with stakeholders to define business and systems opportunities and requirements for new technology implementations.
- Define and communicate Company plans, policies and standards for acquiring, implementing, and operating HR systems.
- Document, present, and communicate human resource project status and budgets in a clear and concise manner both formally and informally.

Operational Management

- Ensure continuous delivery of HR services through oversight of service level agreements with end users and monitoring of HR systems performance.

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- Ensure HR policies, procedures and systems comply with HIPAA and Sarbanes-Oxley requirements, as well as other applicable laws and regulations.
 - Establish lines of control for current and proposed human resource.
 - Keep current with trends and issues in HR and the healthcare industry, including current and emerging human resource opportunities and risks pertinent to the current and future interests of the Company. Advise, counsel, and educate executives and management on the competitive or financial impact of these trends and issues.
 - Promote and oversee strategic relationships between internal HR resources and external entities, including government, vendors and partner organizations.
 - Direct the recruitment, development and retention of Human Resources Department staff in accordance with corporate budgetary objectives and personnel policies.

Exhibit B
Bonus

The Executive is eligible to receive a bonus with a target amount of 75% of the Executive's annual Base Salary during the applicable calendar year (pro-rated for any partial year, provided that Executive is actively employed on the payment date and has not given notice of resignation on or prior to such date), based on the Company's evaluation of the Executive's performance compared to established Company and/or individual objectives, in each case, at the discretion of the Compensation Committee of the Board of Directors. The Compensation Committee shall review and establish the objectives and threshold, target, and maximum levels with respect to such objectives annually.



Contacts: Brian W. Poff
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Chief Financial Officer
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investorrelations@addus.com

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**ADDUS HOMECARE ANNOUNCES THE ADDITION OF LAURIE MANNING AS
CHIEF HUMAN RESOURCE OFFICER**

Frisco, Texas (July 31, 2017) – Addus HomeCare Corporation (NASDAQ: ADUS), a provider of comprehensive home care services, today announced the hiring of Laurie Manning as the Company’s Executive Vice President, Chief Human Resource Officer, effective August 14, 2017. Ms. Manning brings over 25 years of experience working with dispersed healthcare workforces to Addus. Previously, she was the Vice President, Human Resources for Dallas-based Epic Health Services, which provides home health services for medically fragile children and adults in 21 states and which she joined in 2012. Previously, she served at Humana for two years as Human Capital Leader, Human Resources and 17 years with Concentra, Inc., a provider of a range of healthcare services through over 300 medical center locations in 40 states and 140 onsite medical facilities, for whom Ms. Manning most recently served for five years as Vice President, Human Resources, East Region.

Dirk Allison, President and Chief Executive Officer of Addus, remarked, “Laurie Manning has created an outstanding record throughout her successful career in human resources in the healthcare services industry, and we are very pleased to announce that she is joining our team at Addus. We have every confidence that Laurie’s expertise and drive will be critical assets in enabling Addus to take best advantage of the growth opportunities before us.”

Ms. Manning will replace Brenda Belger, who is retiring from the position. Mr. Allison continued, “We also want to extend our heartfelt thanks to Brenda Belger for handling this position over the past year, during a critical time of transition for the Company. Since I worked with Brenda previously, I knew exactly the qualities Brenda would bring to Addus when I asked her to come out of retirement to fill this role. We wish her the best and thank her for her great service in this role.”

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. These forward- looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. Forward-looking statements involve a number of risks and

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uncertainties that may cause actual results to differ materially from those expressed or implied by such forward-looking statements, including discretionary determinations by government officials, the consummation and integration of acquisitions, anticipated transition to managed care providers, our ability to successfully execute our growth strategy, unexpected increases in SG&A and other expenses, expected benefits and unexpected 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 organizations, changes in tax rates, the impact of adverse weather, higher than anticipated costs, lower than anticipated cost savings, estimation inaccuracies in future revenues, margins, earnings and growth, whether any anticipated receipt of payments will materialize 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 15, 2017, which is available at 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. In addition, these forward-looking statements necessarily depend upon assumptions, estimates and dates that may be incorrect or imprecise and involve known and unknown risks, uncertainties and other factors. Accordingly, any forward-looking statements included in this press release do not purport to be predictions of future events or circumstances and may not be realized.

About Addus

Addus is a provider of comprehensive personal care services that are provided in the home and assist with activities of daily living. Addus' consumers are primarily persons 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. At March 31, 2017, Addus provided personal care services to over 34,000 consumers through 111 locations across 24 states. For more information, please visit www.addus.com.

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