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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 17, 2011**

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**ADDUS HOMECARE CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-34504**  
(Commission  
File Number)

**20-5340172**  
(IRS Employer  
Identification Number)

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

**60067**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement**

On November 17, 2011, Addus HealthCare, Inc. (“Addus HealthCare”), a wholly-owned subsidiary of Addus HomeCare Corporation (the “Company”), entered into an Amendment No. 2 to Employment and Non-Competition Agreement with Mark S. Heaney (the “Employment Agreement Amendment”). The Employment Agreement Amendment amends that certain Amended and Restated Employment and Non-Competition Agreement, dated as of May 6, 2008, as amended September 30, 2009 (the “Employment Agreement”).

The Employment Agreement provided that Mr. Heaney would be employed for a term of four years expiring on September 19, 2011. Pursuant to the Employment Agreement Amendment, Mr. Heaney and Addus HealthCare agreed to extend the term of Mr. Heaney’s employment for an additional one year term, effective on September 19, 2011 and ending on September 19, 2012. Further, the Employment Agreement Amendment includes an automatic renewal provision that provides for Mr. Heaney’s employment to be extended for successive one year terms, unless either party provides notice of its intention not to renew the Employment Agreement at least thirty days prior to the expiration of the then current employment term.

The other terms of the Employment Agreement remain unchanged. The Employment Agreement was filed with the Securities and Exchange Commission on July 17, 2009 as Exhibit 10.2 to Addus HomeCare Corporation’s Registration Statement on Form S-1 and incorporated by reference herein.

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

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

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

**Item 7.01. Regulation FD Disclosure**

The Company currently has the benefit of an accommodation from the lenders under the credit facility governed by that certain Loan and Security Agreement, dated as of November 2, 2009, among the borrowers set forth therein, Fifth Third Bank, as agent, the financial institutions from time to time parties thereto, and the Company, as guarantor (as amended, the “Credit Facility”), pursuant to which the Company is permitted to add back approximately \$1.8 million to adjusted EBITDA for the purpose of determining availability under the revolving credit portion of the Credit Facility. Unless this accommodation is extended, it will terminate on January 31, 2012. The effect of the add-back is to increase availability by approximately \$5.8 million. The Company has not needed to take advantage of this accommodation with respect to its borrowings under the Credit Facility, and does not expect the termination of this accommodation to be adverse to its results of operations.

In accordance with General Instruction B.2 of Form 8-K, the information in this Current Report on Form 8-K, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 2 to Employment and Non-Competition Agreement, dated November 17, 2011, by and between Addus HealthCare, Inc. and Mark S. Heaney

**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: November 23, 2011

By: /s/ Dennis B. Meulemans

Name: Dennis B. Meulemans

Title: Chief Financial Officer

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**Exhibit Index**

**Exhibit No.**

**Description**

99.1      Amendment No. 2 to Employment and Non-Competition Agreement, dated November 17, 2011, by and between Addus HealthCare, Inc. and Mark S. Heaney

**AMENDMENT NO. 2 TO EMPLOYMENT AND NON-COMPETITION AGREEMENT**

This AMENDMENT NO. 2 TO EMPLOYMENT AND NON-COMPETITION AGREEMENT (this "Amendment"), dated as of November 17, 2011 and effective as of September 19, 2011, amends the Amended and Restated Employment and Non-Competition Agreement, dated as of May 6, 2008, as amended on September 30, 2009 (as amended, the "Employment Agreement"), between Addus HealthCare, Inc. (the "Company") and Mark S. Heaney (the "Executive"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Employment Agreement.

**WITNESSETH:**

**WHEREAS**, Section 14 of the Employment Agreement provides that the Employment Agreement may not be changed, modified or amended except in writing signed by both parties;

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

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

1. Amendment of Employment Agreement. Section 1 of the Employment Agreement is hereby amended and restated to read in its entirety as follows:

"1. Term of Employment. The Corporation hereby employs the Executive, and the Executive hereby accepts employment by the Company, for the period commencing as of the Effective Date of this Agreement and ending on September 19, 2012, or on such earlier date as provided pursuant to the terms and conditions of this Agreement (the "Initial Employment Term"). At the end of the Initial Employment Term, this Agreement shall automatically renew for successive one (1) year terms (each, as may be earlier terminated pursuant to the terms and conditions of this Agreement, an "Additional Employment Term" and, together with the Initial Employment Term, as may be earlier terminated pursuant to the terms and conditions of this Agreement, the "Employment Term"), unless either party provides notice to the other of its or his intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Employment Term or any Additional Employment Term. During the Employment Term, Executive shall (i) devote substantially all of his business time, loyalty and efforts to discharge his duties hereunder on a timely basis; (ii) use his best efforts to loyally and diligently serve the business and affairs of the Corporation; and (iii) endeavor in all respects to promote, advance and further the Corporation's interests in all matters."

2. Nature of Agreement; No Other Amendments.

(a) The parties hereby acknowledge and agree that this Amendment constitutes an amendment to the Employment Agreement in accordance with Section 14 thereof.

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

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

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

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

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

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

ADDUS HEALTHCARE, INC.

By: /s/ Dennis B. Meulemans  
Name: Dennis B. Meulemans  
Title: Chief Financial Officer

/s/ Mark S. Heaney  
Mark S. Heaney