
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): February 16, 2016

MOLINA HEALTHCARE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-31719
(Commission
File Number)

13-4204626
(IRS Employer
Identification Number)

200 Oceangate, Suite 100, Long Beach, California 90802
(Address of principal executive offices)

Registrant's telephone number, including area code: (562) 435-3666

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 (see General Instruction A.2. below):

- Written communication 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 February 16, 2016, Molina Healthcare, Inc., a Delaware corporation (the “Company”), sixteen (16) wholly-owned subsidiaries of the Company (each, an “Additional Guarantor” and collectively, the “Additional Guarantors”) and U.S. Bank National Association, as trustee (the “Trustee”), entered into the First Supplemental Indenture (the “Supplemental Indenture”) to the Indenture, dated November 10, 2015, by and among the Company, two of the Company’s wholly-owned subsidiaries, Molina Information Systems, LLC and Molina Medical Management, Inc. (the “Original Guarantors”) and the Trustee (the “Indenture”) governing the Company’s 5.375% Senior Notes due 2022 (the “Notes”). The Supplemental Indenture supplements the Indenture by adding the Additional Guarantors as guarantors of the Company’s obligations under the Indenture and the Notes.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the Supplemental Indenture filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01. Other Events.

On February 16, 2016, the Additional Guarantors entered into a Guarantor Joinder Agreement with Suntrust Bank, as Administrative Agent (the “Joinder Agreement”), with respect to that certain Credit Agreement, dated as of June 12, 2015, by and among the Company, the Original Guarantors, various lenders identified therein and SunTrust Bank, as Administrative Agent, Swing Line Lender and Issuing Bank (the “Credit Agreement”). Pursuant to the Joinder Agreement, the Additional Guarantors jointly and severally guarantee the Company’s obligations under the Credit Agreement.

The foregoing description of the Joinder Agreement does not purport to be complete and is qualified in its entirety by reference to the Joinder Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

| Exhibit No. | Description |
|--------------------|--|
| 4.1 | First Supplemental Indenture, dated February 16, 2016, by and among Molina Healthcare, Inc., the guarantor parties thereto and U.S. Bank National Association, as trustee. |
| 10.1 | Guarantor Joinder Agreement, dated February 16, 2016, by and among the guarantor parties thereto and SunTrust Bank, as Administrative Agent. |

SIGNATURE

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.

MOLINA HEALTHCARE, INC.

Date: February 18, 2016

By /s/ Jeff D. Barlow
Jeff D. Barlow
Chief Legal Officer and Secretary

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EXHIBIT INDEX

| Exhibit No. | Description |
|------------------------|--|
| 4.1 | First Supplemental Indenture, dated February 16, 2016, by and among Molina Healthcare, Inc., the guarantor parties thereto and U.S. Bank National Association, as trustee. |
| 10.1 | Guarantor Joinder Agreement, dated February 16, 2016, by and among the guarantor parties thereto and SunTrust Bank, as Administrative Agent. |

FIRST SUPPLEMENTAL INDENTURE

dated as of February 16, 2016

among

Molina Healthcare, Inc.,

the Guarantors Party Hereto

and

U.S. Bank National Association,
as Trustee

5.375% Senior Secured Notes due 2022

THIS FIRST SUPPLEMENTAL INDENTURE (this “First Supplemental Indenture”), entered into as of February 16, 2016, among (i) Molina Healthcare, Inc., a Delaware corporation (the “Issuer”), (ii) Molina Pathways, LLC, Pathways Health and Community Support LLC, The RedCo Group, Inc., Family Preservation Services, Inc., Camelot Care Centers, Inc., AmericanWork, Inc., Pathways of Massachusetts LLC, Pathways of Maine, Inc., Pathways Community Services LLC, a Delaware limited liability company, Children’s Behavioral Health, Inc., College Community Services, Pathways of Idaho LLC, Family Preservation Services of North Carolina, Inc., Pathways of Arizona, Inc., Pathways Community Services LLC, a Pennsylvania limited liability company, and Family Preservation Services of Florida, Inc. (each, a “New Guarantor”), and (iii) U.S. Bank National Association, as trustee (in such capacity, the “Trustee”).

RECITALS

WHEREAS, the Issuer, the Guarantors party thereto and the Trustee entered into the Indenture, dated as of November 10, 2015 (the “Indenture”), relating to the Company’s 5.375% Senior Secured Notes due 2022 (the “Notes”);

WHEREAS, as a condition to the Trustee entering into the Indenture and the purchase of the Notes by the Holders, the Issuer agreed pursuant to Section 4.17 of the Indenture to cause certain Domestic Subsidiaries to provide Guarantees in certain circumstances; and

WHEREAS, pursuant to Section 9.01(a)(7), the Issuer and the Trustee are authorized to enter into this First Supplemental Indenture without the consent of Holders of the Notes.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties to this First Supplemental Indenture hereby agree as follows:

Section 1. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

Section 2. Each New Guarantor, by its execution of this First Supplemental Indenture, agrees to be a Guarantor under the Indenture and to be bound by the terms of the Indenture applicable to Guarantors, including, but not limited to, Article 10 thereof.

Section 3. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 4. This First Supplemental Indenture, and any dispute, claim or controversy arising under or related to this First Supplemental Indenture, shall be governed by and construed in accordance with the laws of the State of New York.

Section 5. This First Supplemental Indenture may be signed in various counterparts which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this First Supplemental Indenture by telecopy, .pdf or e-mail shall be effective as delivery of a manually executed counterpart of this First Supplemental Indenture.

Section 6. In case any provision of this First Supplemental Indenture or the Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7. This First Supplemental Indenture is an amendment supplemental to the Indenture, and the Indenture and this First Supplemental Indenture will henceforth be read together.

Section 8. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture with respect to the Issuer or any New Guarantor or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the New Guarantors.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first above written.

Molina Healthcare, Inc.,
as Issuer

By: /s/ Joseph W. White
Name: Joseph W. White
Title: Vice President, Chief Accounting Officer

Molina Pathways, LLC,
as Guarantor

By: /s/ Craig Bass
Name: Craig Bass
Title: President

Pathways Health and Community Support LLC,
as Guarantor

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

The RedCo Group, Inc.,
as Guarantor

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

Family Preservation Services, Inc.,
as Guarantor

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

[Signature Page to First Supplemental Indenture]

Camelot Care Centers, Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

AmericanWork, Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Massachusetts LLC,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Maine, Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways Community Services LLC, a Delaware
limited liability company,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

[Signature Page to First Supplemental Indenture]

Children's Behavioral Health, Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

College Community Services,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Idaho LLC,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Family Preservation Services of North Carolina,
Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Arizona, Inc.,
as Guarantor

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

[Signature Page to First Supplemental Indenture]

Pathways Community Services LLC, a Pennsylvania
limited liability company,
as Guarantor

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

Family Preservation Services of Florida, Inc.,
as Guarantor

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Paula Oswald
Name: Paula Oswald
Title: Vice President

[Signature Page to First Supplemental Indenture]

GUARANTOR JOINDER AGREEMENT

THIS GUARANTOR JOINDER AGREEMENT (this "Agreement") dated as of February 16, 2016, is by and between each of the parties listed on the signature pages hereto (each a "New Subsidiary") and SunTrust Bank, in its capacity as Administrative Agent, under the Credit Agreement dated as of June 12, 2015 (as amended, modified, supplemented, increased and extended from time to time, the "Credit Agreement") by and among MOLINA HEALTHCARE, INC., a Delaware corporation (the "Borrower"), the Guarantors identified therein, the Lenders identified therein and SunTrust Bank, as Administrative Agent, Swingline Lender and Issuing Bank. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

The Loan Parties are required by Section 5.10 of the Credit Agreement to cause the New Subsidiary to become a "Guarantor." Accordingly, the New Subsidiary hereby agrees with the Administrative Agent as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a party to the Credit Agreement and a "Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions applicable to the Guarantors contained in the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary hereby, jointly and severally together with the other Guarantors, guarantees to the Administrative Agent, each Lender, each Affiliate of a Lender that enters into Bank Products or Hedging Transactions with the Borrower or any Subsidiary, and each other holder of the Obligations, as provided in Article X of the Credit Agreement, as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof.

2. The New Subsidiary hereby represents and warrants to the Administrative Agent that the exact legal name and state of organization of the New Subsidiary is as set forth on the signature page hereto.

3. The address of the New Subsidiary for purposes of all notices and other communications is the address set forth for any Loan Party in Section 11.1 of the Credit Agreement.

4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary under Article X of the Credit Agreement.

5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Guarantor Joinder Agreement]

6. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the Law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

[Signature Page Follows]

[Guarantor Joinder Agreement]

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the holders of the Obligations, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

Molina Pathways, LLC,
a Delaware limited liability company

By: /s/ Craig Bass
Name: Craig Bass
Title: President

Pathways Health and Community Support LLC,
a Delaware limited liability company

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

The Redco Group, Inc.,
a Pennsylvania corporation

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

Family Preservation Services, Inc.,
a Virginia corporation

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

[Guarantor Joinder Agreement]
Signature Page

Camelot Care Centers, Inc.,
an Illinois corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

AmericanWork, Inc.,
a Delaware corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Massachusetts LLC,
a Delaware limited liability company

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Maine, Inc.,
a Maine corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways Community Services LLC,
a Delaware limited liability company

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

[Guarantor Joinder Agreement]

Children's Behavioral Health, Inc.,
a Pennsylvania corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

College Community Services,
a California corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Idaho LLC,
a Delaware limited liability company

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Family Preservation Services of North Carolina, Inc.,
a North Carolina corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

Pathways of Arizona, Inc.,
an Arizona corporation

By: /s/ Terry Bayer

Name: Terry Bayer

Title: President

[Guarantor Joinder Agreement]

Pathways Community Services LLC,
a Pennsylvania limited liability company

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

Family Preservation Services of Florida, Inc.,
a Florida corporation

By: /s/ Terry Bayer
Name: Terry Bayer
Title: President

Acknowledged and accepted:

SUNTRUST BANK, as Administrative Agent

By: /s/ Katherine Bass
Name: Katherine Bass
Title: Director

[Guarantor Joinder Agreement]