

**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 6, 2026 (February 4, 2026)

MOLINA HEALTHCARE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-31719
(Commission File Number)

13-4204626
(IRS Employer Identification No.)

200 Oceangate, Suite 100, Long Beach, California

Long Beach,

California

90802

(Address of principal executive offices)

(Zip Code)

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

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 Par Value	MOH	New York Stock Exchange

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.

On February 4, 2026, Molina Healthcare, Inc. (the “Company”) entered into a First Amendment to its Credit Agreement (the “Amended Credit Agreement”) among the Company, as the Borrower, the Lenders (as defined therein) party thereto, and Truist Bank, as Administrative Agent. The Amended Credit Agreement amends the Company’s prior Credit Agreement dated as of November 20, 2025 (the “Prior Credit Agreement”). The terms of the Amended Credit Agreement are substantially similar to the terms of the Prior Credit Agreement, except that Section 6.2 was revised to temporarily reduce the quarterly required minimum interest coverage ratio from 3.00:1.00 to (a) with respect to each fiscal quarter ending March 31, 2026 through and including December 31, 2026, 1.75:1.00, (b) with respect to fiscal quarter ending March 31, 2027, 2.00:1.00, (c) with respect to fiscal quarter ending June 30, 2027, 2.50:1.00, and (d) with respect to fiscal quarter ending September 30, 2027, 2.75:1.00.

The foregoing summary of the Amended Credit Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amended Credit Agreement, a copy of which is being filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K with respect to the Amended Credit Agreement is incorporated by reference into this Item 2.03.

Item 2.06. Material Impairments

On February 5, 2026, the Company concluded that it will record in the first quarter of 2026 an estimated non-cash, pre-tax impairment charge of approximately \$93 million, attributable to certain of its intangible assets. This impairment charge results from the Company’s decision to exit the Medicare Advantage Prescription Drug product for 2027 as that product does not align with the Company’s strategic shift to focus exclusively on dual eligible members in Medicare. This charge will be recorded outside of adjusted net income. “Adjusted net income” is defined in the Company’s fourth quarter earnings release issued on February 5, 2026, and included as an exhibit to the Form 8-K filed on that same date.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	First Amendment to Credit Agreement, dated as of February 4, 2026, by and among Molina Healthcare, Inc., as the Borrower, Truist Bank, As Administrative Agent, and the Lenders party thereto
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 6, 2026

By: /s/ Jeff Barlow

Jeff Barlow.
Chief Legal Officer and Secretary

FIRST AMENDMENT TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of February 4, 2026 (this "Amendment"), is entered into between Molina Healthcare, Inc., a Delaware corporation (the "Borrower"), each of the Lenders party hereto constituting Required Lenders (as defined in the Existing Credit Agreement) and Truist Bank, in its capacity as administrative agent (the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent are parties to that certain Credit Agreement, dated as of November 20, 2025 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"; the Existing Credit Agreement, as amended by this Amendment, the "Credit Agreement");

WHEREAS, the Borrower has requested certain modifications to the Existing Credit Agreement on the terms and conditions as set forth herein; and

WHEREAS, the Lenders party hereto constituting Required Lenders under the Existing Credit Agreement as of the date hereof immediately prior to giving effect to this Amendment have agreed to the requested modifications in Section 1 below on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Amendments to the Credit Agreement. Section 6.2 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

"Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as of the end of each Fiscal Quarter (commencing with the Fiscal Quarter ending December 31, 2025) set forth below to be less than the respective ratio set forth opposite such Fiscal Quarter below:

Fiscal Quarter Ending	Consolidated Interest Coverage Ratio
December 31, 2025	3.00:1.00
March 31, 2026, June 30, 2026, September 30, 2026 and December 31, 2026	1.75:1.00
March 31, 2027	2.00:1.00
June 30, 2027	2.50:1.00
September 30, 2027	2.75:1.00
December 31, 2027 and thereafter	3.00:1.00

2. Effectiveness; Conditions Precedent. This Amendment shall become effective as of the date hereof after each of the following conditions is satisfied (such date, the “Amendment Effective Date”):

(a) Amendment. Receipt by the Administrative Agent of counterparts of this Amendment, executed by the Borrower, the Lenders constituting Required Lenders and the Administrative Agent.

(b) Payment of Fees. Receipt by (i) the Administrative Agent, for the account of each Consenting Lender, of any fees required to be paid to each such Lender (and notified to each such Lender party hereto) on or before the Amendment Effective Date as separately agreed in writing between the Borrower and Truist and (ii) Truist of any other fees required to be paid to Truist, or any of its Affiliates, of any fees required to be paid thereto on or before the Amendment Effective Date as separately agreed in writing between the Borrower and Truist.

(c) Payment of Expenses. The Borrower shall have paid all reasonable and documented out-of-pocket expenses, including the reasonable disbursements of one counsel to the Administrative Agent to the extent invoiced at least one business day prior to the Amendment Effective Date.

Without limiting the generality of the provisions of this Section 2, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the date hereof specifying its objection thereto.

3. Amendment is a “Loan Document”. This Amendment shall be deemed to be, and is, a Loan Document and all references to a “Loan Document” in the Credit Agreement and the other Loan Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Loan Documents) shall be deemed to include this Amendment.

4. Representations and Warranties; No Default. The Borrower hereby represents and warrants to the Administrative Agent, each Lender, the Swingline Lender and the Issuing Bank that, (a) the representations and warranties of each Loan Party contained in the Credit Agreement, any other Loan Document, or any document furnished at any time under or in connection with the Credit Agreement or any other Loan Document, are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) on and as of the Amendment Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (other than any representation and warranty that is expressly qualified by materiality, in which case such representation and warranty is true and correct in all respects) as of such earlier date and (b) no Default or Event of Default exists.

5. Reaffirmation of Obligations. The Borrower (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Loan Documents (as amended by this Amendment) and (c) agrees that this Amendment and all documents, agreements and instruments executed in connection with this Amendment do not operate to reduce or discharge any Loan Party’s obligations under the Loan Documents (except to the extent such obligations are modified or released pursuant to this Amendment).

6. No Other Changes. Except as modified hereby, all of the terms and provisions of the Loan Documents shall remain in full force and effect and nothing herein shall limit or waive any right, power or remedy of the Administrative Agent or the Lenders under the Loan Documents.

7. Counterparts; Delivery. This Amendment may be executed in counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by any other electronic imaging means (including .pdf), shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

8. Governing Law. THIS AMENDMENT 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 AMENDMENT 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.

9. The provisions of Sections 11.5 and 11.6 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

BORROWER:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

By: /s/ Mark Keim

Name: Mark Keim

Title: Chief Financial Officer

MOLINA HEALTHCARE, INC.
FIRST AMENDMENT TO CREDIT AGREEMENT

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: /s/ Alexandra Korchmar

Name: Alexandra Korchmar

Title: Vice President

MOLINA HEALTHCARE, INC.
FIRST AMENDMENT TO CREDIT AGREEMENT

CONSENTING LENDERS:

TRUIST BANK
as the Issuing Bank, as Swingline Lender and as a Lender

By: /s/ Alexandra Korchmar
Name: Alexandra Korchmar
Title: Vice President

BANK OF AMERICA, N.A.

By: /s/ Tyler Morgan
Name: Tyler Morgan
Title: Director

BARCLAYS BANK PLC

By: /s/ Edward Pan
Name: Edward Pan
Title: Director

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ William C. Frauen
Name: William C. Frauen
Title: MD

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

GOLDMAN SACHS LENDING PARTNERS LLC

By: /s/ Roopa Chandra
Name: Roopa Chandra
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.

By: /s/ Danielle Babine
Name: Danielle Babine
Title: Executive Director

MUFG BANK, LTD.

By: /s/ Brian Mattesich

Name: Brian Mattesich

Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Darin Mullis

Name: Darin Mullis

Title: Managing Director

CITIZENS BANK, N.A.

By: /s/ Benjamin Sileo

Name: Benjamin Sileo

Title: SVP

THE HUNTINGTON NATIONAL BANK

By: /s/ Joseph Hricovsky

Name: Joseph Hricovsky

Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Timothy J. Tarasovitch

Name: Timothy J. Tarasovitch

Title: Senior Vice President

EAST WEST BANK

By: /s/ Paul Bradley

Name: Paul Bradley

Title: FVP