Section 1: 10-Q (10-Q)

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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2018

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 0-24260

amedisys

AMEDISYS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**11-3131700**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

3854 American Way, Suite A, Baton Rouge, LA 70816
(Address of principal executive offices, including zip code)

(225) 292-2031 or (800) 467-2662
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date, is as follows: Common stock, $0.001 par value, 34,063,728 shares outstanding as of May 4, 2018.

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SPECIAL CAUTION CONCERNING FORWARD-LOOKING STATEMENTS

When included in this Quarterly Report on Form 10-Q, or in other documents that we file with the Securities and Exchange Commission ("SEC") or in statements made by or on behalf of the Company, words like "believes," "belief," "expects," "plans," "anticipates," "intends," "projects," "estimates," "may," "might," "would," "should" and similar expressions are intended to identify forward-looking statements as defined by the Private Securities Litigation Reform Act of 1995. These forward-looking statements involve a variety of risks and uncertainties that could cause actual results to differ materially from those described therein. These risks and uncertainties include, but are not limited to the following: changes in Medicare and other medical payment levels, our ability to open care centers, acquire additional care centers and integrate and operate these care centers effectively, changes in or our failure to comply with existing federal and state laws or regulations or the inability to comply with new government regulations on a timely basis, competition in the healthcare industry, our ability to integrate our personal care segment into our business efficiently, changes in the case mix of patients and payment methodologies, changes in estimates and judgments associated with critical accounting policies, our ability to maintain or establish new patient referral sources, our ability to attract and retain qualified personnel, changes in payments and covered services due to an economic downturn and deficit spending by federal and state governments, future cost containment initiatives undertaken by third-party payors, our access to financing, our ability to meet debt service requirements and comply with covenants in debt agreements, business disruptions due to natural disasters or acts of terrorism, our ability to integrate, manage and keep our information systems secure, our ability to comply with requirements stipulated in our corporate integrity agreement and changes in law or developments with respect to any litigation relating to the Company, including various other matters, many of which are beyond our control.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on any forward-looking statement as a prediction of future events. We expressly disclaim any obligation or undertaking and we do not intend to release publicly any updates or changes in our expectations concerning the forward-looking statements or any changes in events, conditions or circumstances upon which any forward-looking statement may be based, except as required by law. For a discussion of some of the factors discussed above as well as additional factors, see our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 28, 2018, particularly, Part I, Item 1A - Risk Factors therein, which are incorporated herein by reference and Part II, Item 1A. Risk Factors of this Quarterly Report on Form 10-Q. Additional risk factors may also be described in reports that we file from time to time with the SEC.

Available Information

Our company website address is www.amedisys.com. We use our website as a channel of distribution for important company information. Important information, including press releases, analyst presentations and financial information regarding our company, is routinely posted on and accessible on the Investor Relations subpage of our website, which is accessible by clicking on the tab labeled "Investors" on our website home page. Visitors to our website can also register to receive automatic e-mail and other notifications alerting them when new information is made available on the Investor Relations subpage of our website. In addition, we make available on the Investor Relations subpage of our website (under the link "SEC filings") free of charge our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, ownership reports on Forms 3, 4 and 5 and any amendments to those reports as soon as practicable after we electronically file such reports with the SEC. Further, copies of our Certificate of Incorporation and Bylaws, our Code of Ethical Business Conduct, our Corporate Governance Guidelines and the charters for the Audit, Compensation, Quality of Care, Compliance and Ethics and Nominating and Corporate Governance Committees of our Board are also available on the Investor Relations subpage of our website (under the link "Corporate Governance").

Additionally, the public may read and copy any of the materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Room 1580, Washington, D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at (800) SEC-0330. Our electronically filed reports can also be obtained on the SEC's internet site at http://www.sec.gov.

PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

AMEDISYS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except share data)

	March 31, 2018 (unaudited)	December 31, 2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 120,005	$ 86,363
Patient accounts receivable, net	192,936	201,196
Prepaid expenses	12,430	7,329
Other current assets	18,148	16,268
Total current assets	343,519	311,156
Property and equipment, net of accumulated depreciation of $130,877 and $146,814	28,213	31,122
Goodwill	322,199	319,949
Intangible assets, net of accumulated amortization of $31,288 and $30,610	45,382	46,061
Deferred income taxes	53,119	56,064
Other assets, net	49,856	49,130
Total assets	$ 842,288	$ 813,482
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 22,966	$ 25,384
Payroll and employee benefits	88,585	89,936
Accrued expenses	88,842	89,104
Current portion of long-term obligations	10,417	10,638
Total current liabilities	210,810	215,062
Long-term obligations, less current portion	75,782	78,203
Other long-term obligations	6,138	3,791
Total liabilities	292,730	297,056
Commitments and Contingencies—Note 5		
Equity:		
Preferred stock, $0.001 par value, 5,000,000 shares authorized; none issued or outstanding	—	—
Common stock, $0.001 par value, 60,000,000 shares authorized; 35,861,469 and 35,747,134 shares issued; and 34,056,627 and 33,964,767 shares outstanding	35	35
Additional paid-in capital	575,926	568,780
Treasury stock at cost 1,804,842 and 1,782,367 shares of common stock	(55,019)	(53,713)
Accumulated other comprehensive income	15	15
Retained earnings	27,363	204
Total Amedisys, Inc. stockholders' equity	548,320	515,321
Noncontrolling interests	1,238	1,105
Total equity	549,558	516,426
Total liabilities and equity	$ 842,288	$ 813,482

The accompanying notes are an integral part of these condensed consolidated financial statements.

AMEDISYS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, except per share data)
(Unaudited)

	For the Three-Month Periods Ended March 31	
	2018	**2017**
Net service revenue	$ 399,262	$ 364,661
Cost of service, excluding depreciation and amortization	238,309	216,329
General and administrative expenses:		
Salaries and benefits	75,631	74,459
Non-cash compensation	4,044	3,874
Other	41,680	40,417
Depreciation and amortization	3,593	4,417
Operating expenses	363,257	339,496
Operating income	36,005	25,165
Other income (expense):		
Interest income	120	19
Interest expense	(1,703)	(1,068)
Equity in earnings (loss) from equity method investments	1,860	(106)
Miscellaneous, net	601	1,112
Total other income (expense), net	878	(43)
Income before income taxes	36,883	25,122
Income tax expense	(9,563)	(9,923)
Net income	27,320	15,199
Net income attributable to noncontrolling interests	(161)	(69)
Net income attributable to Amedisys, Inc.	27,159	15,130
Basic earnings per common share:		
Net income attributable to Amedisys, Inc. common stockholders	$ 0.80	$ 0.45
Weighted average shares outstanding	33,971	33,443
Diluted earnings per common share:		
Net income attributable to Amedisys, Inc. common stockholders	$ 0.79	$ 0.44
Weighted average shares outstanding	34,592	34,073

The accompanying notes are an integral part of these condensed consolidated financial statements.

AMEDISYS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)
(Unaudited)

	For the Three-Month Periods Ended March 31	
	2018	**2017**
Cash Flows from Operating Activities:		
Net income	$ 27,320	$ 15,199
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	3,593	4,417
Non-cash compensation	4,044	3,874
401(k) employer match	2,567	2,227
Loss (gain) on disposal of property and equipment	563	(16)
Deferred income taxes	2,945	9,445
Equity in (earnings) loss from equity method investments	(1,860)	106
Amortization of deferred debt issuance costs	178	185
Return on equity investment	625	150
Changes in operating assets and liabilities, net of impact of acquisitions:		
Patient accounts receivable	8,260	(6,152)
Other current assets	(6,982)	(3,403)
Other assets	46	(990)
Accounts payable	(1,523)	93
Accrued expenses	(1,807)	1,386
Other long-term obligations	2,348	576
Net cash provided by operating activities	40,317	27,097
Cash Flows from Investing Activities:		
Proceeds from sale of deferred compensation plan assets	462	565
Proceeds from the sale of property and equipment	5	—
Purchase of investment	—	(256)
Purchases of property and equipment	(1,462)	(4,385)
Acquisitions of businesses, net of cash acquired	(2,250)	(4,099)
Net cash used in investing activities	(3,245)	(8,175)
Cash Flows from Financing Activities:		
Proceeds from issuance of stock upon exercise of stock options and warrants	125	653
Proceeds from issuance of stock to employee stock purchase plan	597	612
Shares withheld upon stock vesting	(1,305)	(758)
Non-controlling interest distribution	(28)	(42)
Principal payments of long-term obligations	(2,819)	(1,250)
Net cash used in financing activities	(3,430)	(785)
Net increase in cash and cash equivalents	33,642	18,137
Cash and cash equivalents at beginning of period	86,363	30,197
Cash and cash equivalents at end of period	$ 120,005	$ 48,334
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	$ 1,065	$ 706
Cash paid for income taxes, net of refunds received	$ 2,813	$ 284

The accompanying notes are an integral part of these condensed consolidated financial statements.

AMEDISYS, INC. AND SUBSIDIARIES
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. NATURE OF OPERATIONS, CONSOLIDATION AND PRESENTATION OF FINANCIAL STATEMENTS

Amedisys, Inc., a Delaware corporation, (together with its consolidated subsidiaries, referred to herein as "Amedisys," "we," "us," or "our") is a multi-state provider of home health, hospice and personal care services with approximately 74% and 77% of our revenue derived from Medicare for the three-month periods ended March 31, 2018 and 2017, respectively. As of March 31, 2018, we owned and operated 322 Medicare-certified home health care centers, 83 Medicare-certified hospice care centers and 15 personal-care care centers in 34 states within the United States and the District of Columbia.

Basis of Presentation

In our opinion, the accompanying unaudited condensed consolidated financial statements contain all adjustments (consisting solely of normal recurring adjustments) necessary to present fairly our financial position, our results of operations, and our cash flows in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial reporting. Our results of operations for the interim periods presented are not necessarily indicative of results of our operations for the entire year and have not been audited by our independent auditors.

This report should be read in conjunction with our consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2017, as filed with the Securities and Exchange Commission ("SEC") on February 28, 2018 (the "Form 10-K"), which includes information and disclosures not included herein. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted from the interim financial information presented, as allowed by such SEC rules and regulations.

Recently Adopted Accounting Pronouncements

On January 1, 2018, the Company adopted Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)* and ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* (collectively, "ASC 606"), the new accounting standards issued by the Financial Accounting Standards Board ("FASB") on revenue recognition, using the full retrospective method. ASC 606 outlines a single comprehensive model to use in accounting for revenue arising from contracts with customers. The standards supersede existing revenue recognition requirements and eliminate most industry-specific guidance from U.S. GAAP. The core principle of the revenue recognition standard is to require an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services. As a result of the Company's adoption of ASC 606, the revenue and related estimated uncollectible amounts owed to us by non-Medicare payors that were historically classified as a provision for doubtful accounts are now considered an implicit price concession in determining net service revenue. Accordingly, the Company reports uncollectible balances due from third-party payors and uncollectible balances associated with patient responsibility as a reduction of the transaction price and therefore, as a reduction in net service revenue (or as it relates to Hospice room and board, an increase in cost of service, excluding depreciation and amortization) when historically these amounts were classified as provision for doubtful accounts within operating expenses within our condensed consolidated statements of operations. In addition, the adoption of ASC 606 resulted in increased disclosure, including qualitative and quantitative disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*, which provides specific guidance on eight cash flow classification issues not specifically addressed by U.S. GAAP. The ASU is effective for annual and interim periods beginning after December 15, 2017. The standard should be applied using a retrospective transition method unless it is impractical to do so for some of the issues. In such case, the amendments for those issues would be applied prospectively as of the earliest date practicable. Our adoption of this standard on January 1, 2018, using a retrospective transition method to each period presented, did not have an effect on our condensed consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*, which provides guidance to assist entities with evaluating whether transactions should be accounted for as an acquisition (or disposal) of assets or a business. The ASU is effective for annual and interim periods beginning after December 15, 2017. We

adopted this ASU effective January 1, 2018, on a prospective basis. The impact on our consolidated financial statements and related disclosures will depend on the facts and circumstances of any specific future transactions as evaluated under the new framework.

In January 2017, the FASB issued ASU 2017-04, *Intangibles—Goodwill and Other (Topic 350)—Simplifying the Test for Goodwill Impairment*, which eliminates the requirement to calculate the implied fair value of goodwill to measure a goodwill impairment charge (Step 2 of the goodwill impairment test). Instead, impairment will be measured using the difference of the carrying amount to the fair value of the reporting unit. The ASU was effective for annual and interim periods beginning after December 15, 2019. Early adoption is permitted. We adopted this ASU effective January 1, 2018, on a prospective basis and will apply this guidance to our future tests of goodwill impairment.

Use of Estimates

Our accounting and reporting policies conform with U.S. GAAP. In preparing the unaudited condensed consolidated financial statements, we are required to make estimates and assumptions that impact the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Reclassifications and Comparability

Certain reclassifications have been made to prior periods' financial statements in order to conform to the current period's presentation. Effective January 1, 2018, we adopted ASC 606 on a full retrospective basis which required the reclassification of certain previously reported results. See Note 2 - Significant Accounting Policies for further details on the impact of the adoption of ASC 606.

Principles of Consolidation

These unaudited condensed consolidated financial statements include the accounts of Amedisys, Inc., and our wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in our accompanying unaudited condensed consolidated financial statements, and business combinations accounted for as purchases have been included in our unaudited condensed consolidated financial statements from their respective dates of acquisition. In addition to our wholly owned subsidiaries, we also have certain equity investments that are accounted for as set forth below.

Equity Investments

We consolidate investments when the entity is a variable interest entity and we are the primary beneficiary or if we have controlling interests in the entity, which is generally ownership in excess of 50%. Third party equity interests in our consolidated joint ventures are reflected as noncontrolling interests in our condensed consolidated financial statements.

We account for investments in entities in which we have the ability to exercise significant influence under the equity method if we hold 50% or less of the voting stock and the entity is not a variable interest entity in which we are the primary beneficiary. The book value of investments that we accounted for under the equity method of accounting was $27.6 million and $26.4 million as of March 31, 2018 and December 31, 2017, respectively. We account for investments in entities in which we have less than a 20% ownership interest under the cost method of accounting if we do not have the ability to exercise significant influence over the investee.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

Our adoption of ASC 606 on January 1, 2018, on a full retrospective basis, impacted the Company's previously reported results as follows (amounts in thousands, unaudited):

	As Previously Reported	Adjustment for the Adoption of ASC 606	As Adjusted
	As of December 31, 2017		
Condensed Consolidated Balance Sheets			
Patient accounts receivable, net	$ 201,196	$ —	$ 201,196
Allowance for doubtful accounts	$ 20,866	$ 20,866	$ —
	For the three-month period ended March 31, 2017		
Condensed Consolidated Statements of Operations			
Net service revenue	$ 370,458	$ (5,797)	$ 364,661
Cost of service, excluding depreciation and amortization	$ 215,785	$ 544	$ 216,329
Provision for doubtful accounts	$ 6,341	$ (6,341)	$ —
Net income attributable to Amedisys, Inc.	$ 15,130	$ —	$ 15,130
Condensed Consolidated Statements of Cash Flows			
Provision for doubtful accounts	$ 6,341	$ (6,341)	$ —
Changes in operating assets and liabilities, net of impact of acquisitions:			
Patient accounts receivable	$ (12,493)	$ 6,341	$ (6,152)

We earn net service revenue through our home health, hospice and personal care care segments through the delivery of a variety of services that best suit our patients' needs, whether that is home-based recovery and rehabilitation after an operation or injury, care the empowers patients to manage a chronic disease, hospice care at the end of life, or providing assistance with daily activities through our personal care segment. We account for revenue from contracts with customers in accordance with ASC 606, and as such, we recognize revenue in the period in which we satisfy our performance obligations under our contracts by transferring our promised services to our customers, in amounts that reflect the consideration to which we expect to be entitled in exchange for providing patient care, which are the transaction prices allocated to the distinct services. The Company's cost of obtaining contracts is not material.

Revenues are recognized as performance obligations are satisfied, which varies based on the nature of the services provided. Our performance obligation is the delivery of patient care services in accordance with the nature and frequency of services outlined in physicians' orders, which are determined by a physician based on a patient's specific goals.

The Company's performance obligations relate to contracts with a duration of less than one year; therefore, the Company has elected to apply the optional exemption provided by ASC 606 and is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied as of the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

We determine the transaction price based on gross charges for services provided, reduced by contractual adjustments provided to third-party payors and estimates of implicit price concessions provided to self-pay or uninsured patients or other payors. The Company assesses the patient's ability to pay for their healthcare services at the time of patient admission based on the Company's verification of the patient's insurance coverage under the Medicare, Medicaid, and other commercial or managed care insurance programs. Medicare contributes to approximately 74% of the Company's consolidated net service revenue. We determine our estimates of contractual adjustments and implicit price concessions by major payor class based on contractual agreements with individual third-party payors, our historical collection experience, aged accounts receivable by payor and current economic

conditions. The implicit price concession included in estimating the transaction price represents the difference between amounts billed and amounts we expect to collect based on our collection history with similar payors. Subsequent changes to the estimate of the transaction price are recorded as adjustments to net service revenue in the period of change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay (i.e. change in credit risk) are recorded as provision for doubtful accounts.

We record our service revenue net of estimated revenue adjustments related to third-party payor payment reviews to reflect amounts we estimate to be realizable for services provided. Amounts due from third-party payors, primarily commercial health insurers and government programs (Medicare and Medicaid), include variable consideration for retroactive revenue adjustments due to settlements of audits and reviews. We make estimates for these revenue adjustments based on our historical experience and success rates in the claim appeals and adjudication process.

Home Health Revenue Recognition

Medicare Revenue

Net service revenue is recorded under the Medicare prospective payment system (“PPS”) based on an established Federal Medicare home health episode payment rate, that is subject to adjustment based on certain variables, including, but not limited to (a) an outlier payment if our patient’s care was unusually costly (capped at 10% of total reimbursement per provider number); (b) a low utilization payment adjustment (“LUPA”) if the number of visits was fewer than five; (c) a partial payment if our patient transferred to another provider or we received a patient from another provider before completing the episode; (d) a payment adjustment based upon the level of therapy services required (with various incremental adjustments made for additional visits, with larger payment increases associated with the sixth, fourteenth and twentieth visit thresholds); (e) adjustments to payments if we are unable to perform periodic therapy assessments; (f) the number of episodes of care provided to a patient, regardless of whether the same home health provider provided care for the entire series of episodes; (g) changes in the base episode payments established by the Medicare Program; (h) adjustments to the base episode payments for case mix and geographic wages; and (i) recoveries of overpayments. Medicare rates are based on the severity of the patient's condition, service needs and goals, and other factors relating to the cost of providing services and supplies, bundled into an episode of care, not to exceed 60 days. An episode starts the first day a billable visit is performed and ends 60 days later or upon discharge, if earlier, with multiple continuous episodes allowed.

The Medicare home health benefit requires that beneficiaries be homebound (meaning that the beneficiary is unable to leave their home without a considerable and taxing effort), require intermittent skilled nursing, physical therapy or speech therapy services, and receive treatment under a plan of care established and periodically reviewed by a physician. All Medicare contracts are required to have a signed plan of care which represents a single performance obligation, comprising of the delivery of a series of distinct services that are substantially similar and have a similar pattern of transfer to the customer. Accordingly, the Company accounts for the series of services ("episode") as a single performance obligation satisfied over time, as the customer simultaneously receives and consumes the benefits of the goods and services provided. Expected Medicare revenue per episode is recognized based on a pro-rated service output method, utilizing our historical average length of episode prior to discharge.

The base episode payment can be adjusted based on each patient's health including clinical condition, functional abilities, and service needs, as well as for the applicable geographic wage index, low utilization, patient transfers and other factors. The services covered by the episode payment include all disciplines of care in addition to medical supplies. Medicare can also make various adjustments to payments received if we are unable to produce appropriate billing documentation or acceptable authorizations. In addition, we make adjustments to Medicare revenue if we find we are unable to obtain appropriate billing documentation, authorizations or face-to-face documentation. We estimate the impact of such adjustments based on our historical experience, which primarily includes a historical collection rate of over 99% on Medicare claims, and record this estimate during the period in which services are rendered as an estimated revenue adjustment and a corresponding reduction to patient accounts receivable.

A portion of reimbursement from each Medicare episode is billed near the start of each episode, and cash is typically received before all services are rendered. The amount of revenue recognized for episodes of care which are incomplete at period end is based on the company's average percentage of days complete on episodes as of the end of the year. As of March 31, 2018 and 2017, the difference between the cash received from Medicare for a request for anticipated payment (“RAP”) on episodes in progress and the associated estimated revenue was immaterial and, therefore, the resulting credits were recorded as a reduction to our outstanding patient accounts receivable in our condensed consolidated balance sheets for such periods.

Non-Medicare Revenue

Episodic-based Revenue. We recognize revenue in a similar manner as we recognize Medicare revenue for episodic-based rates that are paid by other insurance carriers, including Medicare Advantage programs; however, these rates can vary based upon the negotiated terms which generally range from 90% to 100% of Medicare rates.

Non-episodic based Revenue. Gross revenue is recorded on an accrual basis based upon the date of service at amounts equal to our established or estimated per-visit rates. Contractual adjustments are recorded for the difference between our standard rates and the contracted rates to be realized from patients, third parties and others for services provided and are deducted from gross revenue to determine net service revenue. We also make adjustments to non-episodic revenue for any implicit price concessions, based on historical experience, to reflect the estimated transaction price. We receive a minimal amount of our net service revenue from patients who are either self-insured or are obligated for an insurance co-payment.

Hospice Revenue Recognition

Hospice Medicare Revenue

Gross revenue is recorded on an accrual basis based upon the date of service at amounts equal to the estimated payment rates. The estimated payment rates are predetermined daily or hourly rates for each of the four levels of care we deliver. The four levels of care are routine care, general inpatient care, continuous home care and respite care. Routine care accounts for 99% and 98% of our total net Medicare hospice service revenue for each of the three-month periods ended March 31, 2018, and 2017, respectively. There are two separate payment rates for routine care: payments for the first 60 days of care and care beyond 60 days. In addition to the two routine rates, we may also receive a service intensity add-on ("SIA"). The SIA is based on visits made in the last seven days of life by a registered nurse ("RN") or medical social worker ("MSW") for patients in a routine level of care.

The performance obligation is the delivery of hospice services to the patient, as determined by a physician, each day the patient is on hospice care.

We make adjustments to Medicare revenue for an inability to obtain appropriate billing documentation or acceptable authorizations and other reasons unrelated to credit risk. We estimate the impact of these adjustments based on our historical experience, which primarily includes a historical collection rate of over 99% on Medicare claims, and record it during the period services are rendered as an estimated revenue adjustment and as a reduction to our outstanding patient accounts receivable.

Additionally, our hospice service revenue is subject to certain limitations on payments from Medicare which are considered variable consideration. We are subject to an inpatient cap limit and an overall Medicare payment cap for each provider number. We monitor these caps on a provider-by-provider basis and estimate amounts due back to Medicare if we estimate a cap has been exceeded. We record these adjustments as a reduction to revenue and an increase in other accrued liabilities. Beginning for the cap year ending October 31, 2017, providers are required to self-report and pay their estimated cap liability by February 28th of the following year. As of March 31, 2018, we have settled our Medicare hospice reimbursements for all fiscal years through October 31, 2012. As of March 31, 2018, we have recorded $0.8 million for estimated amounts due back to Medicare in other accrued liabilities for the Federal cap years ended October 31, 2013 through September 30, 2018. As of December 31, 2017, we had recorded $0.9 million for estimated amounts due back to Medicare in other accrued liabilities for the Federal cap years ended October 31, 2013 through September 30, 2018.

Hospice Non-Medicare Revenue

Gross revenue is recorded on an accrual basis based upon the date of service at amounts equal to our established rates or estimated per day rates, as applicable. Contractual adjustments are recorded for the difference between our established rates and the amounts estimated to be realizable from patients, third parties and others for services provided and are deducted from gross revenue to determine our net service revenue . We also make adjustments to non-Medicare revenue for any implicit price concessions, based on historical experience, to reflect the estimated transaction price.

Personal Care Revenue Recognition

Personal Care Revenue

We generate net service revenues by providing our services directly to patients primarily on a per hour, visit or unit basis. We receive payment for providing such services from our payor clients, including state and local governmental agencies, managed

care organizations, commercial insurers and private consumers. Payor clients include the following elder service agencies: Aging Services Access Points (ASAPs), Senior Care Options (SCOs), Program of All-Inclusive Care for the Elderly (PACE) and the Veterans Administration (VA). Net service revenues are principally provided based on authorized hours, visits or units determined by the relevant agency, at a rate that is either contractual or fixed by legislation, which are recognized as net service revenue at the time services are rendered.

Patient Accounts Receivable

We report accounts receivable from services rendered at their estimated transaction price, which includes price concessions based on the estimated uncollectible amounts due from payors. Our patient accounts receivable are uncollateralized and consist of amounts due from Medicare, Medicaid, other third-party payors and patients. As of March 31, 2018, there is only one single payor, other than Medicare, that accounts for more than 10% of our total outstanding patient receivables (approximately 10.3%). Thus, we believe there are no other significant concentrations of receivables that would subject us to any significant credit risk in the collection of our patient accounts receivable. We write off accounts on a monthly basis once we have exhausted our collection efforts and deem an account to be uncollectible.

We believe the collectibility risk associated with our Medicare accounts, which represent 56% and 59% of our net patient accounts receivable at March 31, 2018 and December 31, 2017, respectively, is limited due to our historical collection rate of over 99% from Medicare and the fact that Medicare is a U.S. government payor. Accordingly, we do not record an allowance for doubtful accounts for our Medicare patient accounts receivable, which are recorded at their net realizable value after recording estimated revenue adjustments as discussed above. During the three-month periods ended March 31, 2018 and 2017, we recorded $1.6 million and $3.4 million, respectively, in estimated revenue adjustments to Medicare revenue.

We do not believe there are any significant concentrations of revenues from any payor that would subject us to any significant credit risk in the collection of our accounts receivable.

Medicare Home Health

For our home health patients, our pre-billing process includes verifying that we are eligible for payment from Medicare for the services that we provide to our patients. Our Medicare billing begins with a process to ensure that our billings are accurate through the utilization of an electronic Medicare claim review. We submit a RAP for 60% of our estimated payment for the initial episode at the start of care or 50% of the estimated payment for any subsequent episodes of care contiguous with the first episode for a particular patient. The full amount of the episode is billed after the episode has been completed (“final billed”). The RAP received for that particular episode is then deducted from our final payment. If a final bill is not submitted within the greater of 120 days from the start of the episode, or 60 days from the date the RAP was paid, any RAPs received for that episode will be recouped by Medicare from any other claims in process for that particular provider number. The RAP and final claim must then be resubmitted.

Medicare Hospice

For our hospice patients, our pre-billing process includes verifying that we are eligible for payment from Medicare for the services that we provide to our patients. Our Medicare billing begins with a process to ensure that our billings are accurate through the utilization of an electronic Medicare claim review. We bill Medicare on a monthly basis for the services provided to the patient.

Non-Medicare Home Health, Hospice and Personal Care

For our non-Medicare patients, our pre-billing process primarily begins with verifying a patient’s eligibility for services with the applicable payor. Once the patient has been confirmed for eligibility, we will provide services to the patient and bill the applicable payor. Our review and evaluation of non-Medicare accounts receivable includes a detailed review of outstanding balances and special consideration to concentrations of receivables from particular payors or groups of payors with similar characteristics that would subject us to any significant credit risk.

Property and Equipment

Property and equipment is stated at cost and we depreciate it on a straight-line basis over the estimated useful lives of the assets. Additionally, we have internally developed computer software for our own use. Additions and improvements (including interest
costs for construction of qualifying long-lived assets) are capitalized. Maintenance and repair expenses are charged to expense as incurred. The cost of property and equipment sold or disposed of and the related accumulated depreciation are eliminated from

the property and related accumulated depreciation accounts, and any gain or loss is credited or charged to other general and administrative expenses.

During the three-month period ended March 31, 2018, we reviewed the balances of our property and equipment and as a result, eliminated those asset balances for which the asset was fully depreciated and no longer in service. The following table summarizes the balances related to our property and equipment for the periods indicated (amounts in millions):

	As of March 31, 2018	As of December 31, 2017
Building and leasehold improvements	7.8	7.8
Equipment and furniture	63.0	72.9
Computer software	88.3	97.2
	159.1	177.9
Less: accumulated depreciation	(130.9)	(146.8)
	$ 28.2	$ 31.1

Fair Value of Financial Instruments

The following details our financial instruments where the carrying value and the fair value differ (amounts in millions):

		Fair Value at Reporting Date Using		
Financial Instrument	Carrying Value as of March 31, 2018	Quoted Prices in Active Markets for Identical Items (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Long-term obligations	$ 87.9	$ —	$ 88.8	$ —

The fair value hierarchy is based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. The three levels of inputs are as follows:

- Level 1 – Quoted prices in active markets for identical assets and liabilities.
- Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

Our deferred compensation plan assets are recorded at fair value and are considered a level 2 measurement. For our other financial instruments, including our cash and cash equivalents, patient accounts receivable, accounts payable, payroll and employee benefits and accrued expenses, we estimate the carrying amounts' approximate fair value.

Weighted-Average Shares Outstanding

Net income per share attributable to Amedisys, Inc. common stockholders, calculated on the treasury stock method, is based on the weighted average number of shares outstanding during the period. The following table sets forth, for the periods indicated, shares used in our computation of the weighted-average shares outstanding, which are used to calculate our basic and diluted net income attributable to Amedisys, Inc. common stockholders (amounts in thousands):

	For the Three-Month Periods Ended March 31	
	2018	**2017**
Weighted average number of shares outstanding - basic	33,971	33,443
Effect of dilutive securities:		
Stock options	334	239
Non-vested stock and stock units	287	391
Weighted average number of shares outstanding - diluted	34,592	34,073
Anti-dilutive securities	182	332

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which will require lessees to recognize a lease liability and right-of-use asset for all leases (with the exception of short-term leases) at the commencement date. The ASU is effective for annual and interim periods beginning on or after December 15, 2018. Early adoption is permitted. The standard requires a modified retrospective transition method which requires recognition and disclosure under the new guidance for all periods presented. While the Company expects adoption of this standard to lead to a material increase in the assets and liabilities recorded on our balance sheet, we are still evaluating the overall impact on our consolidated financial statements and related disclosures and the effect of the standard on our ongoing financial reporting.

3. ACQUISITIONS

We complete acquisitions from time to time in order to pursue our strategy of increasing our market presence by expanding our service base and enhancing our position in certain geographic areas as a leading provider of home health, hospice and personal care services. The purchase price paid for acquisitions is negotiated through arm's length transactions, with consideration based on our analysis of, among other things, comparable acquisitions and expected cash flows. Acquisitions are accounted for as purchases and are included in our consolidated financial statements from their respective acquisition dates. Goodwill generated from acquisitions is recognized for the excess of the purchase price over tangible and identifiable intangible assets because of the expected contributions of the acquisitions to our overall corporate strategy. We typically engage outside appraisal firms to assist in the fair value determination of identifiable intangible assets. Preliminary purchase price allocation is adjusted, as necessary, up to one year after the acquisition closing date if management obtains more information regarding asset valuations and liabilities assumed.

On March 1, 2018, we acquired the assets of Christian Care at Home which services the state of Kentucky for a total purchase price of $2.3 million. The purchase price was paid with cash on hand on the date of the transaction. During the three-month period ended March 31, 2018, we recorded goodwill of $2.3 million in connection with the acquisition.

4. LONG-TERM OBLIGATIONS

Long-term debt consisted of the following for the periods indicated (amounts in millions):

	March 31, 2018	December 31, 2017
$100.0 million Term Loan; principal payments plus accrued interest payable quarterly; interest rate at ABR Rate plus applicable percentage or Eurodollar Rate plus the applicable percentage (3.88% at March 31, 2018); due August 28, 2020	$ 87.5	$ 90.0
$200.0 million Revolving Credit Facility; interest only payments; interest rate at ABR Rate plus applicable percentage or Eurodollar Rate plus the applicable percentage; due August 28, 2020	—	—
Promissory notes	0.4	0.7
Principal amount of long-term obligations	87.9	90.7
Deferred debt issuance costs	(1.7)	(1.9)
	86.2	88.8
Current portion of long-term obligations	(10.4)	(10.6)
Total	$ 75.8	$ 78.2

Our weighted average interest rate for our $100.0 million Term Loan, under our Credit Agreement, was 3.6% and 2.8% for the three-month periods ended March 31, 2018 and 2017, respectively.

As of March 31, 2018, our consolidated leverage ratio was 0.8, our consolidated fixed charge coverage ratio was 4.5 and we are in compliance with our Credit Agreement. In the event we are not in compliance with our debt covenants in the future, we would pursue various alternatives in an attempt to successfully resolve the non-compliance, which might include, among other things, seeking debt covenant waivers or amendments.

As of March 31, 2018, our availability under our $200.0 million Revolving Credit Facility was $162.3 million as we had $37.7 million outstanding in letters of credit.

5. COMMITMENTS AND CONTINGENCIES

Legal Proceedings - Ongoing

We are involved in the following legal actions:

Subpoena Duces Tecum Issued by the U.S. Department of Justice

On May 21, 2015, we received a Subpoena Duces Tecum ("Subpoena") issued by the U.S. Department of Justice. The Subpoena requests the delivery of information regarding 53 identified hospice patients to the United States Attorney's Office for the District of Massachusetts. It also requests the delivery of documents relating to our hospice clinical and business operations and related compliance activities. The Subpoena generally covers the period from January 1, 2011, through May 21, 2015. We are fully cooperating with the U.S. Department of Justice with respect to this investigation. Based on the information currently available to us, we cannot predict the timing or outcome of this investigation or reasonably estimate the amount or range of potential losses, if any, which may arise from this matter.

Civil Investigative Demand Issued by the U.S. Department of Justice

On November 3, 2015, we received a civil investigative demand ("CID") issued by the U.S. Department of Justice pursuant to the federal False Claims Act relating to claims submitted to Medicare and/or Medicaid for hospice services provided through designated facilities in the Morgantown, West Virginia area. The CID requests the delivery of information to the United States Attorney's Office for the Northern District of West Virginia regarding 66 identified hospice patients, as well as documents relating to our hospice clinical and business operations in the Morgantown area. The CID generally covers the period from January 1, 2009 through August 31, 2015. We are fully cooperating with the U.S. Department of Justice with respect to this investigation. Based on the information currently available to us, we cannot predict the timing or outcome of this investigation or reasonably estimate the amount or range of potential losses, if any, which may arise from this matter.

On June 27, 2016, we received a CID issued by the U.S. Department of Justice pursuant to the federal False Claims Act relating to claims submitted to Medicare and/or Medicaid for hospice services provided through designated facilities in the Parkersburg, West Virginia area. The CID requests the delivery of information to the United States Attorney's Office for the Southern District of West Virginia regarding 68 identified hospice patients, as well as documents relating to our hospice clinical and business operations in the Parkersburg area. The CID generally covers the period from January 1, 2011 through June 20, 2016. We are fully cooperating with the U.S. Department of Justice with respect to this investigation. Based on the information currently available to us, we cannot predict the timing or outcome of this investigation or reasonably estimate the amount or range of potential losses, if any, which may arise from this matter.

In addition to the matters referenced in this note, we are involved in legal actions in the normal course of business, some of which seek monetary damages, including claims for punitive damages. We do not believe that these normal course actions, when finally concluded and determined, will have a material impact on our consolidated financial condition, results of operations or cash flows.

Other Investigative Matters - Ongoing

Corporate Integrity Agreement

On April 23, 2014, with no admissions of liability on our part, we entered into a settlement agreement with the U.S. Department of Justice relating to certain of our clinical and business operations. Concurrently with our entry into this agreement, we entered into a corporate integrity agreement ("CIA") with the Office of Inspector General-HHS ("OIG"). The CIA formalizes various aspects of our already existing ethics and compliance programs and contains other requirements designed to help ensure our ongoing compliance with federal health care program requirements. Among other things, the CIA requires us to maintain our existing compliance program, executive compliance committee and compliance committee of the Board of Directors; provide certain compliance training; continue screening new and current employees to ensure they are eligible to participate in federal health care programs; engage an independent review organization to perform certain auditing and reviews and prepare certain reports regarding our compliance with federal health care programs, our billing submissions to federal health care programs and our compliance and risk mitigation programs; and provide certain reports and management certifications to the OIG. Additionally, the CIA specifically requires that we report substantial overpayments that we discover we have received from federal health care programs, as well as probable violations of federal health care laws. Upon breach of the CIA, we could become liable for payment of certain stipulated penalties, or could be excluded from participation in federal health care programs. The corporate integrity agreement has a term of five years.

Idaho and Wyoming Self-Report

During 2016, the Company engaged an independent auditing firm to perform a clinical audit of the hospice care centers acquired by Frontier Home Health and Hospice in April 2014. As of March 31, 2018, we have an accrual of $1.3 million for this matter. No assurances can be given as to the timing or outcome of the audit on the Company, its consolidated financial condition, results of operations or cash flows, which could be material, individually or in the aggregate.

Third Party Audits - Ongoing

From time to time, in the ordinary course of business, we are subject to audits under various governmental programs in which third party firms engaged by the Centers for Medicare and Medicaid Services ("CMS") conduct extensive review of claims data to identify potential improper payments under the Medicare program.

In July 2010, our subsidiary that provides hospice services in Florence, South Carolina received from a Zone Program Integrity Contractor ("ZPIC") a request for records regarding a sample of 30 beneficiaries who received services from the subsidiary during the period of January 1, 2008 through March 31, 2010 (the "Review Period") to determine whether the underlying services met pertinent Medicare payment requirements. We acquired the hospice operations subject to this review on August 1, 2009; the Review Period covers time periods both before and after our ownership of these hospice operations. Based on the ZPIC's findings for 16 beneficiaries, which were extrapolated to all claims for hospice services provided by the Florence subsidiary billed during the Review Period, on June 6, 2011, the Medicare Administrative Contractor ("MAC") for the subsidiary issued a notice of overpayment seeking recovery from our subsidiary of an alleged overpayment. We dispute these findings, and our Florence subsidiary has filed appeals through the Original Medicare Standard Appeals Process, in which we are seeking to have those findings overturned. An administrative law judge ("ALJ") hearing was held in early January 2015. On January 18, 2016, we received a letter dated January 6, 2016 referencing the ALJ hearing decision for the overpayment issued on June 6, 2011. The decision was partially favorable with

a new overpayment amount of $3.7 million with a balance owed of $5.6 million including interest based on 9 disputed claims (originally 16). We filed an appeal to the Medicare Appeals Council on the remaining 9 disputed claims and also argued that the statistical method used to select the sample was not valid. No assurances can be given as to the timing or outcome of the Medicare Appeals Council decision. As of March 31, 2018, Medicare has withheld payments of $5.7 million (including additional interest) as part of their standard procedures once this level of the appeal process has been reached. In the event we are not able to recoup this alleged overpayment, we are indemnified by the prior owners of the hospice operations for amounts relating to the period prior to August 1, 2009. As of March 31, 2018, we have an indemnity receivable of approximately $4.9 million for the amount withheld related to the period prior to August 1, 2009.

In July 2016, the Company received a request for medical records from SafeGuard Services, L.L.C (“SafeGuard”), a ZPIC related to services provided by some of the care centers that the Company acquired from Infinity Home Care, L.L.C. The review period covers time periods both before and after our ownership of the care centers, which were acquired on December 31, 2015. In August 2017, the Company received Requests for Repayment from Palmetto GBA, LLC ("Palmetto") regarding Infinity Home Care of Lakeland, LLC, ("Lakeland Care Centers") and Infinity Home Care of Pinellas, LLC, (Clearwater Care Center"). The Palmetto letters are based on statistical extrapolation performed by SafeGuard which alleged an overpayment of $34.0 million for the Lakeland Care Centers on a universe of 72 Medicare claims totaling $0.2 million in actual claims payments using a 100% error rate and an overpayment of $4.8 million for the Clearwater Care Center on a universe of 70 Medicare claims totaling $0.2 million in actual claims payments using a 100% error rate.

The Lakeland Request for Repayment covers claims between January 2, 2014, and September 13, 2016. The Clearwater Request for Repayment covers claims between January 2, 2015, and December 9, 2016. As a result of Level I Administrative Appeals, also known as Redetermination, the alleged overpayment for the Lakeland Care Centers has been reduced to $27.0 million and the alleged overpayment for the Clearwater Care Center has been reduced to $3.3 million. The Company has filed Level II Administrative Appeals, also known as Reconsideration. The Company will continue to vigorously pursue its appeal rights which include contesting the methodology used by the ZPIC contractor to perform statistical extrapolation. The Company is contractually entitled to indemnification by the prior owners for all claims prior to December 31, 2015, for up to $12.6 million.

At this stage of the review, based on the information currently available to the Company, the Company cannot predict the timing or outcome of this review. The Company estimates a low-end potential range of loss related to this review of $6.5 million (assuming the Company is successful in seeking indemnity from the prior owners and unsuccessful in demonstrating that the extrapolation method used by SafeGuard was erroneous). The Company has reduced its high-end potential range of loss from $38.8 million (the maximum amount Palmetto claims has been overpaid for both the Lakeland Care Centers and the Clearwater Care Center of which amount is subject to indemnification by the prior owners) to $30.3 million based on the partial success achieved by the Company in prosecuting its Level I Administrative Appeals.

As of March 31, 2018, we have an accrued liability of approximately $17.4 million related to this matter. We expect to be indemnified by the prior owners for approximately $10.9 million of the total $12.6 million available indemnification related to this matter and have recorded this amount with other assets, net in our condensed consolidated balance sheet as of March 31, 2018. The net of these two amounts, $6.5 million, was recorded as a reduction in revenue in our condensed consolidated statements of operations during the three-month period ended September 30, 2017. As of March 31, 2018, $4.8 million of net receivables have been impacted by this payment suspension.

Insurance

We are obligated for certain costs associated with our insurance programs, including employee health, workers’ compensation and professional liability. While we maintain various insurance programs to cover these risks, we are self-insured for a substantial portion of our potential claims. We recognize our obligations associated with these costs, up to specified deductible limits in the period in which a claim is incurred, including with respect to both reported claims and claims incurred but not reported. These costs have generally been estimated based on historical data of our claims experience. Such estimates, and the resulting reserves, are reviewed and updated by us on a quarterly basis.

Our health insurance has an exposure limit of $1.0 million for any individual covered life. Our workers’ compensation insurance has a retention limit of $0.5 million per incident and our professional liability insurance has a retention limit of $0.3 million per incident.

6. SEGMENT INFORMATION

Our operations involve servicing patients through our three reportable business segments: home health, hospice and personal care. Our home health segment delivers a wide range of services in the homes of individuals who may be recovering from surgery, have a chronic disability or terminal illness or need assistance with completing important personal tasks. Our hospice segment provides palliative care and comfort to terminally ill patients and their families. Our personal care segment provides patients with assistance with the essential activities of daily living. The "other" column in the following tables consists of costs relating to executive management and administrative support functions, primarily information services, accounting, finance, billing and collections, legal, compliance, risk management, procurement, marketing, clinical administration, training, human resources and administration.

Management evaluates performance and allocates resources based on the operating income of the reportable segments, which includes an allocation of corporate expenses directly attributable to the specific segment and includes revenues and all other costs directly attributable to the specific segment. Segment assets are not reviewed by the company's chief operating decision maker and therefore are not disclosed below (amounts in millions).

	For the Three-Month Period Ended March 31, 2018				
	Home Health	Hospice	Personal Care	Other	Total
Net service revenue	$ 284.1	$ 97.3	$ 17.9	$ —	$ 399.3
Cost of service, excluding depreciation and amortization	174.4	50.1	13.8	—	238.3
General and administrative expenses	68.0	20.0	3.2	30.2	121.4
Depreciation and amortization	0.8	0.2	0.1	2.5	3.6
Operating expenses	243.2	70.3	17.1	32.7	363.3
Operating income (loss)	$ 40.9	$ 27.0	$ 0.8	$ (32.7)	$ 36.0

	For the Three-Month Period Ended March 31, 2017				
	Home Health	Hospice	Personal Care	Other	Total
Net service revenue	$ 267.6	$ 83.6	$ 13.5	$ —	$ 364.7
Cost of service, excluding depreciation and amortization	163.0	42.9	10.4	—	216.3
General and administrative expenses	68.0	18.0	3.3	29.5	118.8
Depreciation and amortization	0.9	0.3	—	3.2	4.4
Operating expenses	231.9	61.2	13.7	32.7	339.5
Operating income (loss)	$ 35.7	$ 22.4	$ (0.2)	$ (32.7)	25.2

7. SUBSEQUENT EVENT

On May 1, 2018, we acquired certain personal care operations from East Tennessee Personal Care Services, LLC in Tennessee for a purchase price of $2.0 million.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis provides information we believe is relevant to an assessment and understanding of our results of operations and financial condition for the three-month period ended March 31, 2018. This discussion should be read in conjunction with the condensed consolidated financial statements and notes thereto included herein, and the consolidated financial statements and notes and the related Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2017 filed with the Securities and Exchange Commission ("SEC") on February 28, 2018 (the "Form 10-K"), which are incorporated herein by this reference.

Unless otherwise provided, "Amedisys," "we," "our," and the "Company" refer to Amedisys, Inc. and our consolidated subsidiaries.

Overview

We are a provider of high-quality in-home healthcare and related services to the chronic, co-morbid, aging American population, with approximately 74% and 77% of our revenue derived from Medicare for the three-month periods ended March 31, 2018 and 2017, respectively.

Our operations involve servicing patients through our three reportable business segments: home health, hospice and personal care. Our home health segment delivers a wide range of services in the homes of individuals who may be recovering from an illness, injury or surgery. Our hospice segment provides care that is designed to provide comfort and support for those who are facing a terminal illness. Our personal care segment provides patients with assistance with the essential activities of daily living. As of March 31, 2018, we owned and operated 322 Medicare-certified home health care centers, 83 Medicare-certified hospice care centers and 15 personal-care care centers in 34 states within the United States and the District of Columbia.

Owned and Operated Care Centers

	Home Health	Hospice	Personal Care
As of December 31, 2017	320	81	15
Closed/Consolidated	(1)	—	—
As of March 31, 2018	319	81	15
Unconsolidated Joint Ventures	3	2	—
Total Including Unconsolidated Joint Ventures as of March 31, 2018	322	83	15

Recent Developments

Governmental Inquiries and Investigations and Other Litigation

See Note 5 – Commitments and Contingencies to our condensed consolidated financial statements for additional information regarding our corporate integrity agreement and for a discussion of and updates regarding other legal proceedings and investigations we are involved in. No assurances can be given as to the timing or outcome of these items.

Payment

In April 2018, the Centers for Medicare and Medicaid Services ("CMS") issued a proposed rule to update hospice payment rates and the wage index for fiscal year 2019. CMS estimates hospices serving Medicare beneficiaries would see an estimated 1.8% increase in payments. This increase is the result of a 2.9% market basket adjustment less a 0.8% productivity adjustment, less 0.3% as required under Patient Protection and Affordable Health Care Act and the Health Care and Education Reconciliation Act (collectively, "PPACA"). We expect our impact of the 2019 proposed rule to be in line with that of the hospice industry.

Results of Operations

Three-Month Period Ended March 31, 2018 Compared to the Three-Month Period Ended March 31, 2017

Consolidated

The following table summarizes our consolidated results of operations (amounts in millions):

	For the Three-Month Periods Ended March 31,	
	2018	**2017**
Net service revenue	$ 399.3	$ 364.7
Gross margin, excluding depreciation and amortization	161.0	148.4
% of revenue	*40.3 %*	*40.7 %*
Other operating expenses	125.0	123.2
% of revenue	*31.3 %*	*33.8 %*
Operating income	36.0	25.2
Total other income (expense), net	0.9	—
Income tax expense	(9.6)	(9.9)
Effective income tax rate	*25.9 %*	*39.5 %*
Net income	27.3	15.2
Net income attributable to noncontrolling interests	(0.2)	(0.1)
Net income attributable to Amedisys, Inc.	$ 27.2	$ 15.1

Overall our operating income increased $11 million on a revenue increase of $35 million. Our decline in gross margin as a percentage of revenue was the result of changes to home health and hospice reimbursement which reduced revenue and gross margin by approximately $1 million, net. Additionally, our results for the three-month period ended March 31, 2018 were impacted by planned wage increases during the three-month period ended September 30, 2017. The increase in operating income was driven by the improved performance of all three of our segments.

Our income tax expense as a percentage of our income before income taxes decreased due to the enactment of H.R. 1 (Tax Cuts and Jobs Act) on December 22, 2017.

Home Health Segment

The following table summarizes our home health segment results of operations:

	For the Three-Month Periods Ended March 31,	
	2018	**2017**
Financial Information *(in millions)*:		
Medicare	$ 205.0	$ 198.7
Non-Medicare	79.1	68.9
Net service revenue	284.1	267.6
Cost of service	174.4	163.0
Gross margin	109.7	104.6
Other operating expenses	68.8	68.9
Operating income	$ 40.9	$ 35.7
Same Store Growth (1):		
Medicare revenue	5%	(3%)
Non-Medicare revenue	14%	11%
Total admissions	4%	2%
Total volume (2)	7%	1%
Total Episodic admissions (3)	3%	3%
Total Episodic volume (4)	6%	2%
Key Statistical Data - Total (5):		
Medicare:		
Admissions	49,455	49,628
Recertifications	27,236	25,043
Total volume	76,691	74,671
Completed episodes	72,836	71,864
Visits	1,314,126	1,263,098
Average revenue per completed episode (6)	$ 2,792	$ 2,782
Visits per completed episode (7)	17.2	16.9
Non-Medicare:		
Admissions	29,889	27,333
Recertifications	12,432	10,224
Total volume	42,321	37,557
Visits	660,933	555,548
Total (5):		
Visiting Clinician Cost per Visit	$ 80.34	$ 81.08
Clinical Manager Cost per Visit	$ 7.99	$ 8.53
Total Cost per Visit	$ 88.33	$ 89.61
Visits	1,975,059	1,818,646

(1) Same store information represents the percent increase (decrease) in our Medicare, Non-Medicare, Total and Episodic revenue, admissions or volume for the period as a percent of the Medicare, Non-Medicare, Total and Episodic revenue, admissions or volume of the prior period.

(2) Total volume includes all admissions and recertifications.

(3) Total Episodic admissions includes admissions for Medicare and Non-Medicare payors that bill on a 60-day episode of care basis.

(4) Total Episodic volume includes admissions and recertifications for Medicare and Non-Medicare payors that bill on a 60-day episode of care basis.

(5) Total includes acquisitions.
(6) Average Medicare revenue per completed episode is the average Medicare revenue earned for each Medicare completed episode of care.
(7) Medicare visits per completed episode are the home health Medicare visits on completed episodes divided by the home health Medicare episodes completed during the period.

Operating Results

Overall, our operating income increased $5 million on a $17 million increase in net service revenue. Our decrease in gross margin as a percentage of revenue was due to the impact of the 2018 changes in reimbursement which reduced net service revenue by approximately $2 million. Our growth in volumes and increases in clinician productivity helped to offset the impact of planned wage increases that became effective during the three-month period ended September 30, 2017, which impacted gross margin and other operating expenses.

Net Service Revenue

Our revenue increased $17 million on a 7% increase in total volumes which is inclusive of a 6% increase in episodic volumes. The volume growth was driven by 4% increase in admissions and a 260 basis point increase in our recertification rate. In addition to the increase in volumes, our revenue per episode is up approximately $10 per episode as a result of an increase in the acuity level of our patients which offset the 70 basis point reimbursement reduction effective January 1, 2018. Our non-Medicare revenue remains a mix of both per visit and episodic payors. We continue to focus on contract payors with significant concentrations in our markets and those that add incremental margin to our operations as we continue to evaluate our portfolio of managed care contracts. Our provision for estimated non-Medicare revenue adjustments, which was reclassified from other operating expenses to a reduction in net service revenue as a result of the implementation of *Accounting Standard Updates 2014-09 and 2015-14* (collectively "ASC 606") on January 1, 2018, increased approximately $3 million offsetting the increase in our gross revenues.

Cost of Service, Excluding Depreciation and Amortization

Our cost per visit consists of costs associated with direct clinician care in the homes of our patients as well as the cost of clinical managers who monitor the overall delivery of care. Our cost of service increased 7% on a 9% increase in total visits. Our increase in total visits was driven by growth in volumes as well as an increase in visits per completed episode which is the result of an increase in the acuity level of our patients. Our cost per visit decreased 1% as an increase in clinician productivity offset planned wage increases.

Other Operating Expenses

Other operating expenses remained flat as increases in information technology expense, insurance, travel and training and personnel costs were offset by decreases in salaries and benefits expense and telecommunications expense.

Hospice Segment

The following table summarizes our hospice segment results of operations:

	For the Three-Month Periods Ended March 31,	
	2018	2017
Financial Information *(in millions):*		
Medicare	$ 91.8	$ 80.7
Non-Medicare	5.5	2.9
Net service revenue	97.3	83.6
Cost of service	50.1	42.9
Gross margin	47.2	40.7
Other operating expenses	20.2	18.3
Operating income	$ 27.0	$ 22.4
Same Store Growth (1):		
Medicare revenue	12%	17%
Non-Medicare revenue	84%	(23%)
Hospice admissions	5%	20%
Average daily census	12%	16%
Key Statistical Data - Total (2):		
Hospice admissions	6,933	6,505
Average daily census	7,214	6,365
Revenue per day, net	$ 149.80	$ 145.99
Cost of service per day	$ 77.17	$ 75.03
Average discharge length of stay	97	92

(1) Same store information represents the percent increase (decrease) in our Medicare and Non-Medicare revenue, Hospice admissions or average daily census for the period as a percent of the Medicare and Non-Medicare revenue, Hospice admissions or average daily census of the prior period.

(2) Total includes acquisitions.

Operating Results

Overall, our operating income increased $5 million on a $14 million increase in net service revenue offset by a $2 million increase in other operating expenses.

Net Service Revenue

Our hospice revenue increased $14 million on a 12% increase in our average daily census and a 1% increase in reimbursement effective for services provided from October 1, 2017. Our provision for estimated non-Medicare revenue adjustments which was reclassified from other operating expenses to a reduction in net service revenue as a result of the implementation of ASC 606 on January 1, 2018, decreased approximately $2 million and thus increased net service revenue.

Cost of Service, Excluding Depreciation and Amortization

Our hospice cost of service increased $7 million as the result of a 12% increase in average daily census. Our cost of service per day increased $2.14 primarily due to an increase in salary cost per day as a result of planned wage increases that became effective during the three-month period ended September 30, 2017 and additional clinicians added during the three-month period ended December 31, 2017 to support continued census growth.

Other Operating Expenses

Other operating expenses increased $2 million due to increases in other care center related expenses, primarily salaries and benefits expense, medical director fees and travel and training expense.

Personal Care Segment

The following table summarizes our personal care segment results of operations:

	For the Three-Month Periods Ended March 31,	
	2018	2017
Financial Information *(in millions)*:		
Medicare	$ —	$ —
Non-Medicare	17.9	13.5
Net service revenue	17.9	13.5
Cost of service	13.8	10.4
Gross margin	4.1	3.1
Other operating expenses	3.3	3.3
Operating income (loss)	$ 0.8	$ (0.2)
Key Statistical Data:		
Billable hours	749,953	588,216
Clients served	12,536	8,543
Shifts	348,166	265,117
Revenue per hour	23.85	22.97
Revenue per shift	51.36	50.95
Hours per shift	2.2	2.2

On February 1, 2017, we acquired the assets of Home Staff LLC, which owned and operated three personal-care care centers, one of which was subsequently consolidated with one of our existing personal-care care centers. On October 1, 2017, we acquired the assets of Intercity Home Care, which owned and operated four personal-care care centers, three of which were subsequently consolidated with our existing personal-care care centers. Acquisitions are included in our consolidated financial statements from their respective acquisition dates. As a result, our personal care operating results for 2018 and 2017 are not fully comparable.

Operating income related to our personal care segment increased by approximately $1 million on a $1 million increase in gross margin; other operating expenses remained flat.

Corporate

The following table summarizes our corporate results of operations:

	For the Three-Month Periods Ended March 31,	
	2018	2017
Financial Information *(in millions)*:		
Other operating expenses	$ 30.2	$ 29.5
Depreciation and amortization	2.5	3.2
Total operating expenses	$ 32.7	$ 32.7

Corporate expenses consist of costs relating to our executive management and corporate and administrative support functions, primarily information services, accounting, finance, billing and collections, legal, compliance, risk management, procurement, marketing, clinical administration, training, human resources and administration. Corporate operating expenses remained flat as an increase in salaries and benefits expense and a loss on disposal of assets were offset by decreases in personnel costs, information technology expense and professional fees.

Liquidity and Capital Resources

Cash Flows

The following table summarizes our cash flows for the periods indicated (amounts in millions):

	For the Three-Month Periods Ended March 31,	
	2018	2017
Cash provided by operating activities	$ 40.3	$ 27.1
Cash used in investing activities	(3.3)	(8.2)
Cash used in financing activities	(3.4)	(0.8)
Net increase in cash and cash equivalents	33.6	18.1
Cash and cash equivalents at beginning of period	86.4	30.2
Cash and cash equivalents at end of period	$ 120.0	$ 48.3

Cash provided by operating activities increased $13.2 million during the three-month period ended March 31, 2018 compared to the three-month period ended March 31, 2017 primarily due to an increase in our cash collections as compared to 2017. For additional information regarding our operating performance and our days revenue outstanding, see “Results of Operations” and “Outstanding Patient Accounts Receivable”, respectively.

Cash used in investing activities decreased $4.9 million during the three-month period ended March 31, 2018 compared to the three-month period ended March 31, 2017 primarily due to a decrease in our acquisition activity ($1.8 million) and a decrease in capital expenditures ($2.9 million).

Cash used in financing activities increased $2.6 million during the three-month period ended March 31, 2018 compared to the three-month period ended March 31, 2017 primarily due to an increase in shares withheld upon stock vesting ($0.5 million) and an increase in the principal payments of long-term obligations ($1.6 million).

Liquidity

Typically, our principal source of liquidity is the collection of our patient accounts receivable, primarily through the Medicare program. In addition to our collection of patient accounts receivable, from time to time, we can and do obtain additional sources of liquidity by the incurrence of additional indebtedness.

During the three-month period ended March 31, 2018, we spent $1.5 million in capital expenditures as compared to $4.4 million during the three-month period ended March 31, 2017. Our capital expenditures for 2018 are expected to be approximately $7.0 million to $9.0 million.

As of March 31, 2018, we had $120.0 million in cash and cash equivalents and $162.3 million in availability under our $200.0 million Revolving Credit Facility.

Based on our operating forecasts and our debt service requirements, we believe we will have sufficient liquidity to fund our operations, capital requirements and debt service requirements.

Outstanding Patient Accounts Receivable

Our patient accounts receivable, net decreased $8.3 million from December 31, 2017 to March 31, 2018. Our cash collection as a percentage of revenue was 104% and 102% for the three-month periods ended March 31, 2018 and 2017, respectively. Our days revenue outstanding, net at March 31, 2018 was 41.4 days which is a decrease of 2.6 days from December 31, 2017. The Florida ZPIC audit (see Note 5 - Commitments and Contingencies to our condensed consolidated financial statements) has resulted in $4.8 million of net receivables being placed on payment suspension as of March 31, 2018.

Our patient accounts receivable includes unbilled receivables and are aged based upon our initial service date. We monitor unbilled receivables on a care center by care center basis to ensure that all efforts are made to bill claims within timely filing deadlines. Our unbilled patient accounts receivable can be impacted by acquisition activity, probe edits or regulatory changes which result in additional information or procedures needed prior to billing. The timely filing deadline for Medicare is one year from the date

the episode was completed, varies by state for Medicaid-reimbursable services and among insurance companies and other private payors.

Our estimated price concessions (which are deducted from our service revenue to determine net service revenue) were as follows for the periods indicated (amounts in millions). Our policy is to record a reduction in revenue for amounts due from Medicare and other patient accounts receivable that are aged over 365 days and deemed probable of uncollection; however, we have elected to not apply this policy to those accounts impacted by the Florida ZPIC audit.

	For the Three-Month Periods Ended March 31,	
	2018	2017
Provision for estimated Medicare revenue adjustments	$ 1.6	$ 3.4
Provision for estimated Non-Medicare revenue adjustments	7.5	6.3
Total	$ 9.1	$ 9.7
As a percent of revenue	2.3%	2.7%

The following schedules detail our patient accounts receivable, net of estimated revenue adjustments, by payor class, aged based upon initial date of service (amounts in millions, except days revenue outstanding, net):

	0-90	91-180	181-365	Over 365	Total
At March 31, 2018:					
Medicare patient accounts receivable, net	$ 92.0	$ 8.9	$ 6.7	$ 1.3	$ 108.9
Other patient accounts receivable:					
Medicaid, net	13.3	2.9	1.2	(1.2)	16.2
Private, net	55.2	6.2	3.8	2.6	67.8
Total	$ 68.5	$ 9.1	$ 5.0	$ 1.4	$ 84.0
Total patient accounts receivable, net					$ 192.9
Days revenue outstanding, net (1)					41.4
	0-90	**91-180**	**181-365**	**Over 365**	**Total**
At December 31, 2017:					
Medicare patient accounts receivable, net	$ 95.9	$ 16.1	$ 6.6	$ 0.6	$ 119.2
Other patient accounts receivable:					
Medicaid, net	13.8	3.2	1.3	(1.1)	17.2
Private, net	51.0	7.5	4.1	2.2	64.8
Total	$ 64.8	$ 10.7	$ 5.4	$ 1.1	$ 82.0
Total patient accounts receivable, net					$ 201.2
Days revenue outstanding, net (1)					44.0

(1) Our calculation of days revenue outstanding, net is derived by dividing our ending net patient accounts receivable at March 31, 2018 and December 31, 2017 by our average daily net patient revenue for the three-month periods ended March 31, 2018 and December 31, 2017, respectively.

Indebtedness

Our weighted average interest rate for our $100.0 million Term Loan, under our Credit Agreement, was 3.6% and 2.8% for the three-month periods ended March 31, 2018 and 2017, respectively.

As of March 31, 2018, our consolidated leverage ratio was 0.8, our consolidated fixed charge coverage ratio was 4.5 and we are in compliance with our Credit Agreement.

As of March 31, 2018, our availability under our $200.0 million Revolving Credit Facility was $162.3 million as we had $37.7 million outstanding in letters of credit.

See Note 4 to our condensed consolidated financial statements and Note 6 of the financial statements included in our Form 10-K for additional details on our outstanding long-term obligations.

Inflation

We do not believe inflation has significantly impacted our results of operations.

Critical Accounting Estimates

See Part II, Item 7 – Critical Accounting Estimates and our consolidated financial statements and related notes in Part II, Item 8 of our 2017 Annual Report on Form 10-K, for accounting policies and related estimates we believe are the most critical to understanding our condensed consolidated financial statements, financial condition and results of operations and which require complex management judgment and assumptions, or involve uncertainties. These critical accounting estimates include revenue recognition; patient accounts receivable; insurance; goodwill and other intangible assets; and income taxes. There have not been any changes to our significant accounting policies or their application since we filed our 2017 Annual Report on Form 10-K except for the changes related to the implementation of Accounting Standards Updates 2014-19 and 2015-14 as disclosed in Note 2 to our condensed consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from fluctuations in interest rates. Our Revolving Credit Facility and Term Loan carry a floating interest rate which is tied to the Eurodollar rate (*i.e.* LIBOR) and the Prime Rate and therefore, our condensed consolidated statements of operations and our condensed consolidated statements of cash flows are exposed to changes in interest rates. As of March 31, 2018, the total amount of outstanding debt subject to interest rate fluctuations was $87.5 million. A 1.0% interest rate change would cause interest expense to change by approximately $0.9 million annually.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures which are designed to provide reasonable assurance of achieving their objectives and to ensure that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934 as amended (the "Exchange Act") is recorded, processed, summarized, disclosed and reported within the time periods specified in the SEC's rules and forms. This information is also accumulated and communicated to our management and Board of Directors to allow timely decisions regarding required disclosure.

In connection with the preparation of this Quarterly Report on Form 10-Q, as of March 31, 2018, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures, as such term is defined under Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act.

Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of March 31, 2018, the end of the period covered by this Quarterly Report.

Changes in Internal Controls

There have been no changes in our internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)) that have occurred during the quarter ended March 31, 2018, that have materially impacted, or are reasonably likely to materially impact, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our principal executive officer and principal financial officer, does not expect that our disclosure controls or our internal controls over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be

considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of controls' effectiveness to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies and procedures. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives and, based on an evaluation of our controls and procedures, our principal executive officer and our principal financial officer concluded our disclosure controls and procedures were effective at a reasonable assurance level as of March 31, 2018, the end of the period covered by this Quarterly Report.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Note 5 to the condensed consolidated financial statements for information concerning our legal proceedings.

ITEM 1A. RISK FACTORS

In addition to other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors included in Part I, Item 1A. – Risk Factors of our Annual Report on Form 10-K. These risk factors could materially impact our business, financial condition and/or operating results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely impact our business, financial condition and/or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table provides the information with respect to purchases made by us of shares of our common stock during each of the months during the three-month period ended March 31, 2018:

Period	(a) Total Number of Shares (or Units) Purchased		(b) Average Price Paid per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) That May Yet Be Purchased Under the Plans or Programs
January 1, 2018 to January 31, 2018	2,362		$ 55.59	—	$ —
February 1, 2018 to February 28, 2018	12,473		56.74	—	—
March 1, 2018 to March 31, 2018	7,640		61.08	—	—
	22,475	(1)	$ 58.09	—	$ —

(1) Includes shares of common stock surrendered to us by certain employees to satisfy tax withholding obligations in connection with the vesting of non-vested stock previously awarded to such employees under our 2008 Omnibus Incentive Compensation Plan.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The exhibits marked with the cross symbol (†) are filed and the exhibits marked with a double cross (††) are furnished with this Form 10-Q. Any exhibits marked with the asterisk symbol (*) are management contracts or compensatory plans or arrangements filed pursuant to Item 601(b)(10)(iii) of Regulation S-K.

Exhibit Number	Document Description	Report or Registration Statement	SEC File or Registration Number	Exhibit or Other Reference
3.1	Composite of Certificate of Incorporation of the Company inclusive of all amendments through June 14, 2007	The Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007	0-24260	3.1
3.2	Composite of By-Laws of the Company inclusive of all amendments through April 20, 2016	The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016	0-24260	3.2
†*10.1	Confidential Separation Agreement and General Release between the Company and Stephen E. Seim			
†31.1	Certification of Paul B. Kusserow, President and Chief Executive Officer (principal executive officer), pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
†31.2	Certification of Scott G. Ginn, Chief Financial Officer (principal financial officer), pursuant to Section 302 of the Sarbanes-Oxley Act of 2002			
††32.1	Certification of Paul B. Kusserow, President and Chief Executive Officer (principal executive officer), pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
††32.2	Certification of Scott G. Ginn, Chief Financial Officer (principal financial officer), pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002			
†101.INS	XBRL Instance			
†101.SCH	XBRL Taxonomy Extension Schema Document			
†101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document			
†101.DEF	XBRL Taxonomy Extension Definition Linkbase			
†101.LAB	XBRL Taxonomy Extension Labels Linkbase Document			
†101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document			

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AMEDISYS, INC.
(Registrant)

By: /s/ SCOTT G. GINN

Scott G. Ginn,
Principal Accounting Officer and
Duly Authorized Officer

Date: May 8, 2018

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Section 2: EX-10.1 (EXHIBIT 10.1)

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release ("Agreement") is entered into by and between Amedisys, Inc. (the “Company”) and Stephen Seim (the “Employee”) as of March 5, 2018 (the “Effective Date”).

WHEREAS, the Employee and the Company desire to enter into an agreement regarding the Employee’s separation of employment from the Company and a release of claims; and

WHEREAS, the Employee and the Company currently are parties to (i) that certain Amedisys, Inc. Dispute Resolution Agreement (“DRA”), a true and correct copy of the DRA is attached hereto as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Company and the Employee agree as follows:

1. Separation from Employment. The Employee’s employment with Company is hereby terminated at the close of business on March 5, 2018 (such date referred to herein as the "Separation Date," unless the Separation Date is accelerated pursuant to Section 2 below). The Employee hereby is removed from any and all officer positions that the Employee holds with Company and, as applicable, its affiliates as of the Separation Date.

2. Consideration. Subject to the remainder of this Agreement, and provided that the Employee signs and returns this Agreement to Company within twenty-one (21) days after his receipt thereof, does not revoke this Agreement, and complies with its terms:

(a) Employee shall be entitled to a special severance payment (the “Severance Payment”) in the gross amount of THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($375,000.00) (constituting twelve (12) months’ base salary and bonus payment equal to 25% of the Employee’s base salary). Subject to the foregoing, this Severance Payment will be paid in substantially equal installments over a twelve (12)-month period in accordance with the Company’s normal payroll schedule with the first such installment commencing within thirty (30) days after the Separation Date.

(b) Employee’s equity awards will be governed by the individual equity award agreement(s). Per the terms of the agreement, all vested stock options must be exercised within ninety days of Employee’s termination.

The Employee acknowledges and agrees that the foregoing payments and benefits each provide the Employee with valuable consideration to which the Employee would not otherwise be entitled if the Employee had not signed this

Agreement.

3. Final Paycheck and Business Expenses. Regardless of whether the Employee signs this Agreement, the Company will pay the Employee his final paycheck for his employment services. The Company also will reimburse the Employee for reasonable business expenses appropriately incurred by the Employee prior to the Separation Date in furtherance of his employment with the Company, subject to the Company's applicable business expense reimbursement policy. The Employee shall submit all requests to the Company for expense reimbursements within twenty-one (21) days after the Separation Date. Any requests submitted thereafter shall not be eligible for reimbursement, except as required by applicable law.

4. Employee Benefits. Except as set forth in this Agreement or as otherwise required by applicable law (including without limitation the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA")), the Employee's participation in and rights under any Company employee benefit plans and programs will be governed by the terms and conditions of those plans and programs, which plans,

programs, terms and conditions may be amended, modified, suspended or terminated by the Company at any time for any or no reason to the extent permitted by law.

5. Released Parties. The term "Released Parties" as used in this Agreement includes: (a) the Company, Amedisys Holdings, L.L.C., and each of their past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not they are wholly owned); and (b) the past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, agents, representatives, members, associates, insurance carriers, employees, and attorneys of each entity listed in subpart (a) above; and (c) the predecessors, successors, and assigns of each entity listed in subparts (a) and (b) above.

6. Release of All Claims. The Employee, and anyone claiming through the Employee or on the Employee's behalf, hereby waive and release the Company and the other Released Parties with respect to any and all claims, whether currently known or unknown, that the Employee now has or has ever had against the Company or any of the other Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which the Employee signs this Agreement. Without limiting the generality of the foregoing, the claims waived and released by the Employee hereunder include, but are not limited to:

(a) all claims arising out of or related in any way to the Employee's employment, compensation, other terms and conditions of employment, or termination from employment with the Company, including without limitation all claims for any compensation payments, bonus, severance pay, equity, or any other compensation or benefit;

(b) all claims that were or could have been asserted by the Employee or on his behalf: (i) in any federal, state, or local court, commission, or agency; or (ii) under any common law theory (including without limitation all claims for breach of contract (oral, written or implied), wrongful termination, defamation, invasion of privacy, infliction of emotional distress, tortious interference, fraud, estoppel, unjust enrichment, and any other contract, tort or other common law claim of any kind); and

(c) all claims that were or could have been asserted by the Employee or on his behalf under: (i) the Age Discrimination in Employment Act, as amended; and (ii) any other federal, state, local, employment, services or other law, regulation, ordinance, constitutional provision, executive order or other source of law, including without limitation under any of the following laws, as amended from time to time: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 & 1981a, the Americans with Disabilities Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, and the Fair Credit Reporting Act.

Notwithstanding Section 6 above, nothing in this Agreement shall waive or release: (a) any claim that cannot be waived or released by law; (b) any claim to enforce this Agreement; (c) any claim for any vested benefits to which the Employee is otherwise entitled pursuant to the terms and conditions of any applicable benefit plans; (d) any claim for workers' compensation or unemployment insurance benefits; or (e) any claim, if any, to indemnification under any applicable law, any Company by-laws, or any director and officer insurance, it being understood and agreed that this Agreement does not create or expand upon any such rights (if any) to indemnification.

7. Covenant Not to Sue. The Employee promises not to file, or become a plaintiff or claimant of any kind, in any arbitration, proceeding or lawsuit in court, against the Company or any of the Released Parties for, or based on, any claim or charge of employment discrimination or for any claim or action that is released under this Agreement, except the promise not to sue does not apply to claims under the ADEA or the Older Workers Benefit Protection Act ("OWBPA"). The Employee acknowledges that although he is releasing claims that he may have under either or both the ADEA and the OWBPA, the Employee may challenge the knowing and voluntary nature of this Agreement under the ADEA and the OWBPA before a

court, the Equal Employment Opportunity Commission, or any other federal, state or local agency charged with enforcement of any employment laws. The Employee further understands that nothing in this Section 7 prohibits his from bringing a claim in which he seeks to challenge the validity of this Agreement.

8. No Other Actions or Claims. The Employee represents and warrants that: (a) there has not been filed by the Employee or on the Employee's behalf any legal or other proceedings against any of the Released Parties (provided, however, that the Employee need not disclose to the Company, and the foregoing representation and warranty in this subpart (a) does not apply to, conduct or matters that cannot be waived or released); (b) no such proceedings have been initiated against any of the Released Parties on the Employee's behalf; (c) the Employee is the sole owner of the claims that are released in Section 6 above; (d) none of these claims has been transferred or assigned or caused to be transferred or assigned to any other person, firm or other legal entity; and (e) the Employee has the full right and power to grant, execute, and deliver the releases, undertakings, and agreements contained in this Agreement.

9. No Other Payments or Benefits. Except as expressly provided in this Agreement, the Employee acknowledges and agrees that he is not entitled to and will not receive any other compensation, payments, benefits, or recovery of any kind from the Company or the other Released Parties, including without limitation any bonus, severance, equity or other payments. In the event of any further proceedings whatsoever based upon any matter released herein, the Employee hereby waives, and agrees that the Employee shall not have and the Released Parties shall not be liable for, any further monetary or other recovery of any kind arising out of or related to any such matter, including without limitation any costs, expenses and attorneys' fees incurred by or on behalf of the Employee.

10. Disclosure. The Employee represents and warrants that he has fully disclosed to the Company any matter of which he was aware of during his employment with the Company that might give rise to, constitute evidence of, or support any claim of any unlawful conduct or regulatory violation against the Company.

11. Other Agreements; Return of Property. The Employee hereby reaffirms his commitment to comply in full with all obligations under the DRA. Without limiting the foregoing in any way, and except as permitted under this Agreement, the Employee represents and warrants that he has returned to the Company all information (electronic and hardcopy) and other property of the Company and its affiliates in his possession or control, including without limitation all confidential and proprietary information of the Company and its affiliates and all laptops and other computer equipment, electronic storage devices, smart- or cell-phones, blackberries and similar devices, Company-provided credit cards, keys and other access cards, and electronic and hardcopy files. The Employee further represents and warrants that: (a) he has not retained possession or control of any copies of any Company information (electronic and hardcopy) and other property; and (b) except as permitted under Section 18 below, he has not provided copies of any Company information (electronic or hardcopy) and other property or written or oral descriptions of such Company information (electronic or hardcopy) and other property to any entity or person other than in the performance of the Employee's duties as a Company employee and in the ordinary course of the Company's business.

12. Remedies. The Employee acknowledges and agrees that a breach by him of any provision of this Agreement will result in immediate and irreparable harm to the Company and its affiliates for which full damages cannot readily be calculated and for which damages are an inadequate remedy. Accordingly, the Employee agrees that the Company and its affiliates shall be entitled to injunctive relief to prevent any such actual or threatened breach or any continuing breach by the Employee (without posting a bond or other security), without limiting any other remedies that may be available to them. The Employee further agrees to reimburse the Company and its affiliates for all costs and expenditures, including but not limited to reasonable attorneys' fees and court costs, incurred by any of them in connection with the successful enforcement of any of their rights under this Agreement. Additionally, the Employee agrees that, notwithstanding any other provision herein, and without limiting the foregoing provisions of this Section 12 or any other available remedy, upon any breach by him of this Agreement, he shall promptly repay to the Company (but in no event later than seven (7) calendar days following the date on which such breach is

discovered) any and all Severance Payment paid to the Employee by the Company prior to the discovery of such breach. Nothing herein shall, or is intended to, in any way limit or restrict the damages or other relief that the Company and its affiliates may seek and recover in the event of a breach by the Employee of any provision of this Agreement.

13. Cooperation. Following the Separation Date, and except as otherwise provided in this Agreement, the Employee shall cooperate fully with the Company and the other Released Parties (defined above) in any administrative, investigative, litigation or other legal matter(s) that may arise or have arisen involving the Company or any of the other Released Parties and which in any way relate to or involve the Employee's employment with the Company. The Employee's obligation to cooperate hereunder shall include, without limitation, meeting and conferring with such persons at such times and in such places as the Company and the other Released Parties may reasonably require, and giving truthful evidence and truthful testimony and executing and delivering to the Company and any of the other Released Parties any truthful papers reasonably requested by any of them. The Employee shall be reimbursed for reasonable out-of-pocket expenses that the Employee incurs in rendering cooperation after the Separation Date pursuant to this Section 13.

14. Confidentiality. Except as required by law and except as provided in this Agreement, the Employee agrees not to disclose the existence or terms of this Agreement to any third parties with the exception of the Employee's accountants, attorneys, and spouse, provided that each such person shall be bound by this confidentiality provision and the Employee shall ensure such confidentiality. The Employee will give the Company immediate notice and a copy of any subpoena or other legal requirement that the Employee make any otherwise prohibited disclosure, prior to making any such disclosure to the extent practicable.

15. No Right to Employment or Services Relationship. The Employee acknowledges and agrees that the Employee has no present or future right to employment with the Company or any of the other Released Parties, and will not apply or seek consideration for any employment, engagement, or contract with any of them.

16. Non-disparagement. Except as otherwise provided in this Agreement, the Employee shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Company or any of the other Released Parties, provided that nothing herein shall prohibit the Employee from giving truthful testimony or evidence to a governmental entity, or if properly subpoenaed or otherwise required to do so under applicable law. Furthermore, the following Company executives - Paul Kusserow, Chris Gerard, Mike North, Dave Kemmerly, Susan Sender, David Pearce, Larry Pernoksy, and Scott Ginn - shall refrain from all conduct, verbal or otherwise, that disparages or damages the reputation, goodwill, or standing in the community of the Employee, provided that nothing herein shall prohibit the named individual executives from giving truthful testimony.

17. References. The Employee shall direct all third parties inquiring or reasonably likely to inquire about his employment to the Company's Chief Human Resources Officer or such individual's successor. In response to such inquiries received by such person, the Company will communicate only the Employee's dates of employment and last position held with the Company.

18. Non-Interference. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prohibits the Employee from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving truthful testimony or statements to a governmental or regulatory entity, or from responding if properly subpoenaed or otherwise required to do so under applicable law.

19. No Admission. Nothing in this Agreement is intended to or shall be construed as an admission by the Company or any of the other Released Parties that any of them violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to the

Employee or otherwise. The Company and the other Released Parties expressly deny any such illegal or wrongful conduct.

20. ACKNOWLEDGMENTS. THE EMPLOYEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT: (a) THE EMPLOYEE HAS READ AND UNDERSTANDS THE TERMS AND EFFECT OF THIS AGREEMENT; (b) THE EMPLOYEE RELEASES AND WAIVES CLAIMS UNDER THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, IN EXCHANGE FOR CONSIDERATION IN ADDITION TO ANYTHING OF VALUE TO WHICH THE EMPLOYEE ALREADY IS ENTITLED; (c) THE EMPLOYEE HEREBY IS AND HAS BEEN ADVISED TO HAVE THE EMPLOYEE'S ATTORNEY REVIEW THIS AGREEMENT (AT THE EMPLOYEE'S COST) BEFORE SIGNING IT; (d) THE EMPLOYEE HAS TWENTY-ONE (21) DAYS IN WHICH TO CONSIDER WHETHER TO EXECUTE THIS AGREEMENT; AND (e) WITHIN SEVEN (7) DAYS AFTER THE DATE ON WHICH THE EMPLOYEE SIGNS THIS AGREEMENT, THE EMPLOYEE MAY, AT THE EMPLOYEE'S SOLE OPTION, REVOKE THE AGREEMENT UPON WRITTEN NOTICE TO amedisys, inc. Attn: LARRY PERNOSKY, Chief human resources officer, 209 10th AVENUE SOUTh, SUITE 512, NASHVILLE, TN 37203, AND THE AGREEMENT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT ANY REVOCATION BY THE EMPLOYEE. IF THE EMPLOYEE REVOKES THIS AGREEMENT, IT SHALL BE NULL AND VOID.

21. Entire Agreement, Amendment, Waiver and Headings; Assignment. This Agreement embodies the entire agreement and understanding of the parties hereto with regard to the matters described herein and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said parties regarding such matters, provided that nothing in this Agreement shall limit or release the Employee from any other obligation regarding arbitration, confidentiality, intellectual or other property, or post-employment competitive activities that the Employee has or may have to the Company or any of its affiliates including without limitation the DRA. This Agreement may be modified only in a written agreement signed by both parties, and any party's failure to enforce this Agreement in the event of one or more events which violate this Agreement shall not constitute a waiver of any right to enforce this Agreement against subsequent violations. The Section headings used herein are for convenience of reference only and are not to be considered in construction of the provisions of this Agreement. This Agreement may be assigned or transferred to, and shall be binding upon and shall inure to the benefit of: (a) the Company, (b) Amedisys Holdings, L.L.C., (c) any of the other Released Parties, and (d) any person or entity that at any time (whether by merger, purchase or otherwise) acquires all or substantially all of the assets, ownership interests or business of the Company, Amedisys Holdings, L.L.C., or any of the other Released Parties. The Employee may not assign any of his rights or obligations under this Agreement.

22. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Tennessee, without regard to its choice of law rules.

23. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

25. Non-Solicitation and Confidentiality. As a material inducement to Company entering into this Agreement, Employee agrees to execute, and be bound by, the terms of the Executive Protective Covenants Agreement attached hereto as **Exhibit B**.

THE PARTIES STATE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND KNOWINGLY AND VOLUNTARILY INTEND TO BE BOUND THERETO:

EMPLOYEE **amedisys, Inc.**

By: _____ **By:**_____

Date: _____ **Title:**_____

Date:_____

AMEDISYS, INC. DISPUTE RESOLUTION AGREEMENT

Please Read Carefully

Amedisys hopes that any dispute that might arise between you and the Company will be resolved informally, either through discussions with your supervisor or Human Resources. However,

if that does not happen, Amedisys has adopted a Company-wide policy, called the "Amedisys Arbitration Program," that requires most employment-related disputes to be resolved through "arbitration," as provided in this Dispute Resolution Agreement, instead of filing a lawsuit in court. All employees must agree to this Dispute Resolution Agreement as a term and condition of employment. **Amedisys therefore strongly recommends that you read this Dispute Resolution Agreement carefully as it affects your legal rights.** If you have any questions, Amedisys has set up a toll-free Arbitration Hotline at 866-998-2460. Calls to the Arbitration Hotline will be handled by members of the Human Resources Department, and will be kept confidential and not shared with supervisors.

This Dispute Resolution Agreement (the "Agreement") is an agreement to resolve any and all legal disputes between you ("Employee") and Amedisys before an arbitrator, rather than in court. Any reference to "Amedisys" or "Company" in this Agreement includes reference to Amedisys, Inc., its insurance carriers, subsidiaries, affiliates, parent companies, and any related or parent organizations or entities of which it is a part, whether directly or indirectly, including without limitations Amedisys Holding, L.L.C., and each of their respective affiliates, successors, assigns, and former or current officers, directors, shareholders, employees, agents, and attorneys, and any other persons acting by, through, under or in concert with any of the persons or entities listed above, and their successors. Under this Agreement, the parties have the same substantive rights, such as rights to proper payment of wages, or to assert claims of discrimination/harassment under state or federal law, as they would have had the case been filed and litigated in court. However, these rights will be resolved by an arbitrator, under the procedures described below. This Agreement provides for resolution of disputes by either Employee or Amedisys against the other individually, and not as part of a class (*see* Section 5, below).

1. **How This Arbitration Agreement Applies.**

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.,* and evidences a transaction involving commerce. This Agreement applies to any dispute arising out of or related to Employee's employment with Amedisys or termination of employment regardless of its date of accrual and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse Employee or the Company from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, and therefore **this Agreement requires all; such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court of jury trial.** Such disputes includes, without limitation, disputes arising out of or relating to interpretation or application of this Agreement, but not as to the enforceability, revocability or validity of this Agreement or any portion of this Agreement. Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (excluding any claims involving benefits funded by insurance (hereafter referred to as "Employee Benefit Claims Funded by Insurance")), Genetic Information Non-Discrimination Act, Worker Adjustment and Retraining Notification Act, and state statues, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

2. **Limitations On How This Agreement Applies.**

This Agreement does not apply to Employee Benefit Claims Funded by Insurance or claims for workers compensation, state disability insurance and unemployment insurance benefits.

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), The U.S. Department of Labor (www.dol.gov); the National Labor Relations Board (www.nlrb.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency or to do anything else that is required to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement. Likewise, this Agreement shall not be construed to require the arbitration of any *qui tam* claims brought pursuant to the False Claims Act, 31 U.S.C.§ 3729(a)(1)(A)-(G), or any whistleblower claims made to the Centers for Medicare and Medicaid Services ("CMS") pursuant to 42 C.F.R. §420.405, or any claims brought pursuant to the or any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

3. **Selecting the Arbitrator.**

The parties shall select the neutral arbitrator by mutual agreement. However, if the parties are not able to mutually agree to an arbitrator, the arbitration will be held under the auspices of the American Arbitration Association ("AAA") and, except as provided in this Agreement, shall be in accordance with the Employment Arbitration Rule of the AAA ("AAA Rules") (the AAA Rules are available through the Company's Human Resources Department, by searching for "AAA Employment Arbitration Rules" using a service such as www.google.com or via the internet at www.adr.org/employment). Unless the parties jointly agree otherwise, the Arbitrator shall be either an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction (the "Arbitrator"). Unless the parties jointly agree otherwise, the arbitration shall take place at a location within 45 miles of where Employee was last employed by the Company.

In the event the parties mutually choose a sponsoring organization, or AAA id designated, the Arbitrator shall be selected as follows: The organization selected shall give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators. Each party shall have ten (10) calendar days from the postmark date on the list to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall strike names alternately from the list of common names until only one remains, with the party to strike first to be determined by a coin toss. If no common name remains on the lists of all parties, the selected organization shall furnish an additional list of eleven (11) arbitrators from which the parties shall strike alternately, with the party striking first to be determined by a coin toss, until only

one name remains. That person shall be designated as the Arbitrator.

4. **Starting the Arbitration.**

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by national courier delivery service (with evidence of delivery provided) or certified U.S. mail, return receipt requested, to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Amedisys Arbitration Program, c/o Amedisys Legal Department, 5959 S. Sherwood Forest Boulevard, Baton Rouge, Louisiana 70816. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injective relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief or that such relief is necessary in order to prevent the unauthorized use of patient or referral source information or confidential proprietary business information.

5. **How Arbitration Proceedings Are Conducted.**

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. To this end: (1) each party shall have the right to take the deposition of one individual and any expert witness designated by another party; (2) each party also shall have the right to propound requests for production of documents to any party; (3) additional discovery may be had by mutual agreement of the parties or where the Arbitrator selected so orders pursuant to a request by either party; (4) each party shall have the right to subpoena witnesses and documents for the arbitration, as well as documents relevant to the case from third parties.

Employee and the Company agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a class action and (2) a civil court of competent jurisdiction finds the Class Action Waiver is unenforceable. In such instances, an provided the Company has not been able to overturn the findings of unenforceability through exercise of any right to appeal that may exist, the class action must be litigated in a civil court of competent jurisdiction.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action ("Collective Action Waiver"). The Collective Action Waiver shall not be severable from this Agreement in any case in which (1) the dispute is filed as a collective action and (2) a civil court of competent jurisdiction finds the Collective Action Waiver is unenforceable. In such instances, and provided the Company has not been able to overturn the finds of unenforceability through exercise of any right to appeal that may exist, the collective action must be litigated in a civil court of competent jurisdiction.

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general representative action ("Private Attorney General Waiver"). The Private Attorney General Waiver shall be severable from this Agreement in any case in which a civil court of competent jurisdiction finds the Private Attorney General Waiver is unenforceable. In such instances, and provided the Company has not been able to overturn the finds of unenforceability through exercise of any right to appeal that may exist, the Private Attorney General action must be litigated in a civil court of competent jurisdiction.

Although an Employee will not be retaliated against, disciplined or threatened with discipline as a result of his or her exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

Notwithstanding any other clause or language contained in this Agreement and/or any rules or procedures that might otherwise be applicable by virtue of this Agreement or by virtue of any arbitration organization rules or procedures that now apply or any amendments and/or modifications to those rules, any claim that the Class Action Waiver or Collective Action Waiver or Private Attorney General Waiver, or any portion of the Class Action Waiver or Collective Action Waiver or Private Attorney General Waiver, is unenforceable, inapplicable, unconscionable, or void or voidable, shall be determined only by a court of competent jurisdiction and not by an arbitrator.

The Class Action Waiver, Collective Action Waiver and Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

6. **Paying For The Arbitration.**

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, subject to applicable law, the Company will pay the Arbitrator's and arbitration fees in accordance with the AAA Rules, and Employee will be responsible for any fee required by the AAA Rules to be paid by the Employee; any disputes in this regard will be resolved by the Arbitrator.

7. **The Arbitration Hearing And Award.**

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator shall follow the applicable substantive law in adjudicating a party's claims. Accordingly, the Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited

to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as required by law or the rules of any applicable securities exchange, neither a party not an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

8. **No Retaliation.**

It is against Company policy for any Employee to be subject to retaliation is he or she exercises his or her right to assert claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately report this to the Human Resources Department.

9. **Right To Consult With An Attorney.**

Employee has the right to consult with private counsel of Employee's choice with respect to any aspect of, or any claim that may be subject to, this Agreement. If Employee has retained counsel with respect to any claim that may be subject to this Agreement, Employee should consult that counsel.

10. **Enforcement Of This Agreement.**

This Agreement is effective immediately. This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement, and it supersedes any prior arbitration agreement between Employee and the Company. Except as stated in Section 5, above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver, Collective Action Waiver, or Private Attorney General Waiver is deemed to be unenforceable, the Company and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

ALL EMPLOYEES MUST AGREE TO THIS DISPUTE RESOLUTION AGREEMENT AS A TERM AND CONDITION OF EMPLOYMENT. YOU WILL BE ASKED TO ELECTRONICALLY SIGN A COPY OF THIS AGREEMENT DURING THE HIRING PROCESS.

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Section 3: EX-31.1 (EXHIBIT 31.1)

Exhibit 31.1

CERTIFICATION

I, Paul B. Kusserow, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, of Amedisys, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15 (f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Paul B. Kusserow

Paul B. Kusserow

President and Chief Executive Officer
(Principal Executive Officer)

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Section 4: EX-31.2 (EXHIBIT 31.2)

Exhibit 31.2

CERTIFICATION

I, Scott G. Ginn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, of Amedisys, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15 (f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our

supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2018

/s/ Scott G. Ginn

Scott G. Ginn
Chief Financial Officer
(Principal Financial Officer)

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Section 5: EX-32.1 (EXHIBIT 32.1)

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Amedisys, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2018 (the "Report"), I, Paul B. Kusserow, President and Chief Executive Officer of the Company, hereby certify to my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2018

/s/ Paul B. Kusserow

Paul B. Kusserow
President and Chief Executive Officer
(Principal Executive Officer)

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Section 6: EX-32.2 (EXHIBIT 32.2)

Exhibit 32.2

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Amedisys, Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2018 (the "Report"), I, Scott G. Ginn, Chief Financial Officer of the Company, hereby certify to my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2018

/s/ Scott G. Ginn

Scott G. Ginn
Chief Financial Officer
(Principal Financial Officer)

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