FORM 10-Q/A

Quarterly report pursuant to sections 13 or 15(d) [amend]

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FILER

AMEDISYS INC

CIK:**896262**| IRS No.: **113131700** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **10-Q/A** | Act: **34** | File No.: **000-24260** | Film No.: **99709583**
SIC: **8082** Home health care services

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U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q/A

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (D) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 1999

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, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	11-3131700
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

3029 S. Sherwood Forest Blvd., Ste. 300 Baton Rouge, LA 70816
(Address of principal executive offices including zip code)

(225) 292-2031
(Registrant's telephone number, including area code)

Indicate by check mark whether the issuer (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 [X] No [ ]

Number of shares of Common Stock outstanding as of June 30, 1999: 3,116,692 shares

PART I.
FINANCIAL INFORMATION

<TABLE>
<CAPTION>

</TABLE>

Amedisys, Inc. and Subsidiaries
CONSOLIDATED BALANCE SHEETS
as of June 30, 1999 and December 31, 1998
(Unaudited, in 000's)
<TABLE>
<CAPTION>

ASSETS	June 30, 1999	December 31, 1998
<S>	<C>	<C>
Current Assets:		
Cash	$60	$572
Accounts Receivable, Net of Allowance for Doubtful Accounts of $2,607,000 in June 1999 and $3,095,000 in December 1998	20,989	7,456
Prepaid Expenses	778	604
Inventory	1,442	1,440
Other Current Assets	480	263
Total Current Assets	23,749	10,335
Notes Receivable from Related Parties	0	89
Property, Plant and Equipment, Net	7,497	8,574
Other Assets, Net	25,165	25,430
Total Assets	$56,411	$44,428
LIABILITIES		
Current Liabilities:		
Notes Payable	$34,862	$18,979
Current Portion of Long-Term Debt	3,141	3,141
Deferred Revenue	2,119	2,119
Accounts Payable	8,088	7,295
Accrued Expenses:		
Payroll and Payroll Taxes	4,118	5,257
Insurance	0	368
Other	6,105	4,456
Total Current Liabilities	58,432	41,615
Long-Term Debt	5,477	5,447
Deferred Revenue	7,062	8,121
Other Long-Term Liabilities	826	826
Total Liabilities	71,796	56,009
Minority Interest	107	103
STOCKHOLDERS' EQUITY (DEFICIT)		
Common Stock	3	3
Preferred Stock (750,000 shares)	1	1
Additional paid-in capital	12,152	12,005
Treasury Stock (4,667 shares)	(25)	(25)
Stock Subscriptions Receivable	0	0
Retained Earnings (Deficit)	(27,623)	(23,668)
Total Stockholders' Equity (deficit)	(15,492)	(11,684)
Total Liabilities and Stockholders' Equity	$56,411	$44,428

</TABLE>

See accompanying notes to financial statements.

Amedisys, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF OPERATIONS

for the three and six months ended June 30, 1999 and 1998
(Unaudited, in 000's)

<TABLE>
<CAPTION>

<S>	3 Months Ended 1999 <C>	3 Months Ended 1998 (Restated) <C>	6 Months Ended 1999 <C>	6 Months Ended 1998 (Restated) <C>
Income:				
Service revenue	$ 28,758	$ 7,539	$ 57,762	$ 15,681
Cost of service revenue	13,103	3,753	27,392	8,308
Gross margin	15,655	3,786	30,370	7,373
General and administrative expenses:				
Salaries and benefits	8,775	3,605	17,674	8,306
Other	8,163	3,388	15,682	6,516
Total general and administrative expenses	16,938	6,993	33,356	14,822
Operating (loss)	(1,283)	(3,207)	(2,986)	(7,449)
Other income and expense:				
Interest income	21	9	38	21
Interest expense	(567)	(214)	(1,147)	(415)
Other income, net	385	16	146	23
Total other income and expenses	(161)	(189)	(963)	(371)
(Loss) before income taxes and minority interest, and discontinued operations	(1,444)	(3,396)	(3,949)	(7,820)
(Benefit) for estimated income taxes	0	(1,159)	0	(2,659)
(Loss) before minority interest and discontinued operations	(1,444)	(2,237)	(3,949)	(5,161)
Minority interest in consolidated subsidiary	(11)	0	(4)	0
(Loss) before discontinued operations	(1,455)	(2,237)	(3,953)	(5,161)
Discontinued operations:				
Income from discontinued operations, net of income tax	0	334	0	737
Total discontinued operations	0	334	0	737
Net (Loss)	$ (1,455)	$ (1,903)	$ (3,953)	$ (4,424)
Weighted average common shares outstanding	3,117	3,064	3,075	3,057
Basic earnings (loss) per common share:				
Net (loss) before discontinued operations	$ (0.47)	$ (0.73)	$ (1.29)	$ (1.69)
Income from discontinued operations, net of income tax	0	0.11	0	0.24
Net (loss)	$ (0.47)	$ (0.62)	$ (1.29)	$ (1.45)

</TABLE>
See accompanying notes to financial statements.

Amedisys, Inc. and Subsidiaries
CONSOLIDATED STATEMENTS OF CASH FLOWS
for the six months ended June 30, 1999 and 1998
(Unaudited, in 000s)

<TABLE>
<CAPTION>

Six months ended

<S>	June 99 <C>	June 98 <C>
Cash Flows from operating activities:		
Net (Loss)	($3,953)	($4,424)
Adjustments to reconcile net loss to net cash (used in) operating activities:		
Depreciation and amortization	1,537	870
Provision for bad debts	919	415
Minority interest in affiliated company	4	0
(Gain) loss on sale of company assets	(342)	4
Loss on disposal of durable medical equipment company	249	0
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(15,496)	2,919
(Increase) in prepaid expenses	(180)	(644)
(Increase) in other current assets	(417)	(3,217)
(Increase) in other assets	(74)	(198)
Increase in accounts payable	1,914	170
Increase (decrease) in accrued expenses	(940)	485
Decrease in deferred revenue	(1,059)	0
Net cash (used in) operating activities	(17,838)	(3,620)
Cash flow from investing activities:		
Purchase of furniture, fixtures & equipment	(176)	(1,625)
Proceeds from sale of furniture, fixtures & equipment	24	0
Proceeds from sale of company assets	357	0
Cash paid for acquisitions	0	(2,005)
Proceeds from sale of durable medical equipment company	100	0
Decrease in notes receivable from related parties	89	28
Net cash provided by (used in) investing activities	394	(3,602)
Cash flow from financing activities:		
Cash received in acquisitions	0	317
Net increase in borrowings on line of credit	17,145	284
Payments on notes payable	(513)	(704)
Proceeds from notes payable	300	473
Proceeds from preferred stock	0	3,253
Net cash provided by financing activities	16,932	3,623
Net (decrease) in cash and cash equivalents	(513)	(3,599)
Cash and cash equivalents, beginning of period	572	4,070
Cash and cash equivalents, end of period	$60	$471
Supplemental disclosures of cash flow information:		
Cash payments for:		
Interest	$259	$426
Income taxes	$0	$151
Supplemental schedule of non-cash investing activity (See note 9 to financial statements):		
Value of stock issued in exchange		$894
Value of note payable issued in exchange		1,575
Cash acquired in exchange		(317)
Working capital acquired net of cash and cash equivalents		3,553
Fair value of property, plant and equipment acquired		(385)
Fair value of other assets acquired		(27)
Long term debt assumed		3,069
Fair value of other liabilities assumed		54
Non cash portion of acquisitions		8,416
Cash payment for acquisitions		2,005
Goodwill recorded in exchange		$10,421

</TABLE>
See accompanying notes to financial statements.

AMEDISYS, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. ORGANIZATION

Amedisys, Inc. (the "Company") is a leading multi-regional provider of home health nursing services, alternate-site infusion therapy, and ambulatory surgery centers. The Company operates 69 offices within a network of subsidiaries in the south and southeastern United States.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company experienced significant losses from operations thus far in 1999, as well as in 1998 and 1997 and has a deficit in stockholders' equity of $15,492,000 at June 30, 1999. In addition, at June 30, 1999, the Company has $38,003,000 in debt repayment obligations coming due within one year and Management's current projections indicate that operations will not produce sufficient cash flow to fund those obligations. These matters, among others, raise substantial doubt about the Company's ability to continue as a going concern. The Company has undertaken a significant restructuring effort to reduce operating costs by closing unprofitable locations and reducing components of overhead expenses to minimize this deficit. The Company is negotiating the restructuring of certain debt obligations and is considering the possible sale of certain operating assets to generate cash to fund remaining obligations. Management believes that the strategies it has undertaken will enable the Company to satisfy its obligations as they become due; however, there can be no assurance that these strategies will succeed. The financial statements do not include any adjustments relating to the recoverability or classification of asset carrying amount or the amount and classification of liabilities that might result should the Company be unable to continue as a going concern.

In the opinion of management of the Company, the accompanying unaudited consolidated financial statements contain all adjustments (consisting solely of normal recurring adjustments) necessary to present fairly the financial position at June 30, 1999 and the result of operations for the three and six months and cash flows for the six months ended June 30, 1999 and 1998. The results of operations for the interim periods are not necessarily indicative of results of operations for the entire year. These interim consolidated financial statements should be read in conjunction with the Company's annual financial statements and related notes in the Company's Form 10-K.

2. RECLASSIFICATIONS

Certain amounts previously reported in the 1998 interim unaudited financial statements have been reclassified due to the sale of the Staffing division in September, 1998 which qualified as a discontinued operation.

3. EARNINGS PER SHARE

Basic net income (loss) per share of common stock is calculated by dividing net income (loss) applicable to common stock by the weighted-average number of common shares outstanding during the period. Diluted net income (loss) per share is not presented as stock options and convertible securities outstanding (total 3,581,934 shares) during the periods presented were not dilutive.

4. RECENT ACCOUNTING PRONOUNCEMENTS

Accounting for Derivative Instruments and Hedging Activities. In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities." The Statement establishes accounting and reporting standards requiring that every derivative instrument (including certain derivative instruments embedded in other contracts) be recorded in the balance sheet as either an asset or liability measured at its fair value. The Statement requires that changes in the derivative's fair value be recognized currently in earnings unless specific hedge accounting criteria are met. Special accounting for qualifying hedges allows a derivative's gains and losses to offset related results on the hedged item in the income statement, and requires that a company must formally document, designate, and assess the effectiveness of transactions that receive hedge accounting. SFAS 133 is effective for fiscal years beginning after June 15, 2000 and must be applied to instruments issued, acquired, or substantively modified after December 31, 1997. The Company does not expect the adoption of the accounting pronouncement to have a material effect on its financial position or results of operations.

5. MEDICARE REIMBURSEMENT REDUCTIONS AND RELATED RESTRUCTURING

The Company derives approximately 80% of its revenues from the Medicare system. In 1997, Congress approved the Balanced Budget Act of 1997 (the "Budget Act"). The Budget Act established an interim payment system (the "IPS") that provided for the lowering of reimbursement limits for home health visits until the Prospective Payment System ("PPS") is implemented. For cost reporting periods beginning on or after October 1, 1997, Medicare-reimbursed home health agencies' cost limits were determined as the lesser of (i) their actual costs, (ii) per visit cost limits based on 105% of median costs of freestanding home health agencies, or (iii) a per beneficiary limit determined for each specific agency based on whether the agency was an "old" or "new" provider. An old provider was defined as an agency which filed a twelve month cost report in Federal FY 1994 and a new agency as one that did not. An old provider per beneficiary limit was based on 75% of 98% of the 1994 agency cost adjusted for inflation, plus 25% of a regional average as determined by Health Care Financing Administration ("HCFA"). A new provider per beneficiary limit was based on a national average, as determined by HCFA, adjusted for regional labor costs. The schedule of per visit limits for cost reporting periods ending on or after October 1, 1997 was published by HCFA in January, 1998 and the schedule of per-beneficiary limits for cost reporting periods beginning on or after October 1, 1997 was published in March, 1998, by HCFA. The new IPS cost limits apply to the Company for the cost reporting period beginning January 1, 1998 and will remain in effect until the implementation of PPS, which is currently anticipated to be October, 2000.

As a result of these reimbursement changes, a significant restructuring effort by the Company was completed during 1998, resulting in office reorganizations, consolidations, and closures as it transitioned to IPS. After the acquisition of certain home health care agencies from Columbia/HCA in November and December, 1998, a similar restructuring effort is being continuously implemented in an overall effort to reduce costs and improve efficiencies, while maintaining the same high-quality of patient care. Since these cost reductions are on-going, the Company expects to report improved operating results for the remainder of the year.

As the home care industry faces continued changes in reimbursement structure, Amedisys is committed to improve and streamline systems and take appropriate actions to offset these changes, creating a company focused on long-term growth.

6. DISPOSITION

On January 1, 1999, the Company sold all of the issued and outstanding stock of Amedisys Durable Medical Equipment, Inc. d/b/a Care Medical and Mobility ("ADME") to Ace Drug Medical Equipment, Inc. ("ACE"), a Texas Corporation. ACE acquired substantially all of the assets and liabilities of ADME. This transaction was accounted for as a sale by the Company. The sales price was $672,385 of which $100,000 was paid at closing; $418,318 is payable pursuant to a two year note in eight equal quarterly payments of principal and interest at prime plus 2%, adjusted annually; and $154,067 is payable pursuant to a one year note, payable in four quarterly payments of principal plus accrued interest at prime plus 2%. Each note is solitarily guaranteed by Terry Huckabee, a principal of ACE. In accordance with the payment terms of both notes, the first and second quarterly payments due to the Company as of July 15, 1999 totaled $157,000. As of August 13, 1999, these payments have not been received by the Company. As a result, the Company has fully reserved for these past due payments. The Company expects that this disposition will not have a material effect on net revenues or income of the Company.

7. DISCONTINUED OPERATIONS

In September, 1998, the Company sold certain assets, subject to the assumption of certain liabilities, of its Staffing division. This sale qualified as a discontinued operation, and has been reflected as such in the consolidated statements of operations. Summarized financial information for the discontinued operation is as follows (in 000's):

<TABLE>
<CAPTION>

<S>	Three months ended June 1998 <C>	Six months ended June 1998 <C>
Service Revenue	$4,226	$8,794
Income from discontinued operations before provision for income taxes	$ 506	$1,117
Income from discontinued operations, net of income taxes	$ 334	$ 737

</TABLE>

8. INCOME TAXES

For the three and six month periods ending June 30, 1998, the Company established a deferred tax asset by recording an estimated net income tax benefit of $987,000 and $2,279,000, respectively. These amounts are comprised of a $1,159,000 and a $2,659,000 income tax benefit for the three and six month period ending June 30, 1998 which are reflected in the accompanying consolidated statement of operations as a benefit for income taxes. These benefits are offset by a $172,000 and a $380,000 income tax expense for the three and six month period ending June 30, 1998 which are reflected in the accompanying consolidated statements of operations as a component of income from discontinued operations. In December, 1998, a valuation allowance was recorded against this deferred tax asset, effectively writing-off the deferred tax asset due to the significant losses incurred by the Company for the year ended December 31, 1998. Due to the continued losses for the three and six month periods ending June 30, 1999, the Company has not recorded an estimated income tax benefit for these periods.

9. SUPPLEMENTAL SCHEDULE OF NON-CASH INVESTING ACTIVITY

The following unaudited table presents (in 000's) a summary of the acquisitions completed during the first quarter of 1998 and a detail of the acquisitions completed during the second quarter of 1998 as presented in the supplemental schedule to the consolidated cash flow statement. No acquisitions were completed during the first and second quarters of 1999.

<TABLE>
<CAPTION>

	1/st/ Quarter 1998 Total	Precision Home Health, Inc.	Quality Home Health, Inc.	Home Health of Alexandria Inc.	Total
<S>	<C>	<C>	<C>	<C>	<C>
Supplemental schedule of non-cash investing activity:					
Value of stock issued in exchange	$ 874	$ 0	$ 20	$ 0	$ 894
Value of note payable issued in exchange	375	1,200	0	0	1,575
Cash acquired in exchange	(123)	(0)	(132)	(62)	(317)
Working capital deficit acquired net of cash and cash equivalents	3,272	0	306	(25)	3,553
Fair value of property, plant and equipment acquired	(279)	(102)	3	1	(385)
Fair value of other assets acquired	(26)	(0)	1	0	(27)
Long term debt assumed	2,998	0	2	69	3,069
Fair value of other liabilities assumed	54	0	0	0	54
Non cash portion of acquisitions	7,146	1,098	192	(20)	8,416
Cash payment for acquisition	1,905	0	80	20	2,005
Goodwill recorded in exchange	$9,051	$1,098	$ 272	$ 0	$10,421

</TABLE>

10. NOTES PAYABLE

Notes payable consist primarily of a $25 million asset-based line of credit, a $14 million note payable to Columbia/HCA due in December, 1999, a $6.6 million unsecured liability payable to Columbia/HCA, and borrowings under revolving bank lines of credit of $1,500,000 and $750,000. The $25 million asset-based line of credit is collateralized by eligible accounts receivable of the home health care nursing division. Eligible receivables are defined as receivables, exclusive of workers' compensation and self-pay, that are aged less than 181 days. The ongoing fees associated with this line of credit equate to 1% of eligible billed receivables generated during each billing period. This line of credit expires on December 31, 2001. The $14 million note payable to Columbia/HCA is a result of the acquisition consummated in November 1998. The $6.6 million unsecured net liability payable to Columbia/HCA resulted from Periodic Interim Payments ("PIP") directed to Columbia/HCA and subsequently forwarded to the Company which have been determined by the fiscal intermediary as funds belonging to Columbia/HCA. The revolving bank lines of credit of $1,500,000 and $750,000 bear interest at bank prime plus 1.5% and bank prime plus 1%, respectively. At August 13, 1999, approximately $900,000 was available under the combined bank lines of credit (see further discussion below). These lines of credit are collateralized by 80% of eligible receivables in outpatient surgery and infusion, 75% of eligible receivables in home health care, and 80% of physician notes receivable. Eligible receivables are defined principally as accounts that are aged less than 90 days for outpatient surgery and infusion and 120 days for home health care. Subsequent to June 30, 1999,

the $1,500,000 line of credit was decreased to $900,000, with scheduled step-downs in availability until the expiration of the line on the earlier of December 1, 1999 or the sale of all or a portion of one of the Company's operating units. The $750,000 line of credit has scheduled principal payments until the expiration of the line on December 1, 1999.

The $1,500,000 bank line of credit is subject to certain covenants, including a monthly borrowing base, a debt service coverage ratio, and a leverage ratio. At December 31, 1998 and June 30, 1999, the Company was not in compliance with the debt service coverage ratio requirement of 1.1 : 1.0 due to the losses incurred in these periods. This default was waived by the bank through the quarterly reporting period ending June 30, 1999.

11. AMOUNTS DUE TO AND DUE FROM MEDICARE

The Company is continuing to reconcile the amounts due to and due from the Medicare program for the first and second quarters of 1999. The integration and change of ownership process of the acquired home health agencies of Columbia/HCA have delayed the rate review process with Medicare. Rate reviews and reconciliations have been forwarded to Medicare and responses are being evaluated as received. Based on the information currently available to the Company, the Company has a total estimated aggregate payable due to Medicare of $8 million which is netted against accounts receivable. For the cost report years ending November 30 and December 31, 1999, the Company has estimated a net cost report payable of $3.7 million for which twelve month repayment plans have been negotiated with Medicare. For the cost report year ending December 31, 1998, year-end cost reports have been compiled with an estimated aggregate payable due to Medicare of $4.3 million which the Company is in the process of negotiating with Medicare for extended repayment. Although management expects Medicare to agree to a revised payment plan, there is no assurance at this time that the proposed terms will be accepted by Medicare.

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

The following discussion and analysis provides information which management believes is relevant to an assessment and understanding of the Company's results of operations and financial condition. This discussion should be read in conjunction with the Consolidated Financial Statements appearing in Item 1.

GENERAL

Amedisys, Inc. is a leading multi-regional provider of fully integrated alternate-site health care services. The Company offers the following services: home health nursing services; infusion therapy; and ambulatory surgery centers. The Company operates 69 offices within a network of subsidiaries in the south and southeastern United States.

RESULTS OF OPERATIONS

Revenues. Net revenues increased $21,219,000 or 281% and $42,081,000 or 268% for the three and six months ended June 30, 1999, respectively, as compared to the same periods in 1998. The Home Health Care Nursing division's net revenues increased $20,637,000 or 515% for the three month period ended June 30, 1999 and $40,620,000 or 447% for the six month period ended June 30, 1999. This increase was attributed to the acquisition of certain Columbia/HCA home health care agencies in the latter part of 1998. Visits for the three month period ended June 30 increased 245,171 or 359% from 68,204 in 1998 to 313,375 in 1999. For the six month period ended June 30, visits increased 477,926 or 285% from 167,642 in 1998 to 645,568 in 1999. Infusion therapy revenues increased $1,364,000 or 54% for the six month period ended June 30, 1999.

Cost of Revenues. Cost of revenues increased by 249% and 230% for the three and six months ended June 30, 1999 as compared to the same periods in 1998. This increase is primarily attributed to the acquisition of certain Columbia/HCA home health care agencies. As a percentage of net revenues, cost of revenues decreased to 46% from 50% for the three months ended June 30, 1999 and 1998, respectively, and to 47% from 53% for the six months ended June 30, 1999 and 1998, respectively. This decrease is attributed to cost reduction efforts implemented during 1998 in all operating divisions. For the home health care nursing division, all nursing employees were converted to a per-visit payment basis, thereby increasing overall productivity.

General and Administrative Expenses ("G&A"). General and administrative expenses increased by 142% and 125% for the three and six months ended June 30, 1999 as compared to the same periods in 1998. This increase is primarily attributed to the acquisition of certain Columbia/HCA home health care agencies. As a percentage of net revenues, general and administrative expenses decreased to 59% from 93% for the three months ended June 30, 1999 and 1998, respectively, and to 58% from 95% for the six months ended June 30, 1999 and 1998, respectively. This decrease is attributed to the cost reduction efforts implemented for all operating divisions and corporate departments in addition to improvements in operating efficiencies. The operating efficiencies that were gained through these efforts helped to offset the additional resources needed following the Columbia/HCA acquisition, resulting in a minimal increase in administrative personnel and resources to appropriately manage and support the new home health care agencies.

Operating (Loss). The Company had an operating loss of $1,283,000 for the three months ended June 30, 1999 as compared to an operating loss of $3,207,000 for the same period in 1998 and an operating loss of $2,986,000 for the six months ended June 30, 1999 as compared to an operating loss of $7,449,000 for the same period in 1998. The reduction in operating losses of $1,924,000 or 60% for the three month period ended June 30, 1999 and of $4,463,000 or 60% for the six month period ended June 30, 1999 is mainly attributed to the restructuring efforts implemented during 1998 and the economies of scale achieved with the acquisition of certain Columbia/HCA home health care agencies.

(Benefit) for Estimated Income Taxes. For the three and six month periods ending June 30, 1998, the Company established a deferred tax asset by recording an estimated net income tax benefit of $987,000 and $2,279,000, respectively. These amounts are comprised of a $1,159,000 and a $2,659,000 income tax benefit for the three and six month period ending June 30, 1998 which are reflected in the accompanying consolidated statement of operations as a benefit for income taxes. These benefits are offset by a $172,000 and a $380,000 income tax expense for the three and six month period ending June 30, 1998 which are reflected in the accompanying consolidated statements of operations as a component of income from discontinued operations. In December, 1998, a valuation allowance was recorded against this deferred tax asset, effectively writing-off the deferred tax asset due to the significant losses incurred by the Company for the year ended December 31, 1998. Due to the continued losses for the three and six month periods ending June 30, 1999, the Company has not recorded an estimated income tax benefit for these periods.

Discontinued Operations. In September, 1998, the Company sold its Staffing division and reflected this sale as a discontinued operation in the accompanying consolidated statements of operations. Net revenues for the Staffing division were $4,226,000 and $8,794,000 for the three and six months ended June 30, 1998 and net income from discontinued operations, net of income tax of $172,000 and $380,000, was $334,000 and $737,000 for the three and six months ended June 30, 1998, respectively.

Net (Loss). As a result of the reasons described above, the Company had a net loss of $1,455,000 and $3,953,000 for the three and six months ended June 30, 1999, respectively, compared with a net loss of $1,903,000 and $4,424,000 for the three and six months ended June 30, 1998, respectively. The company expects the quarterly losses to decrease throughout 1999 as the full benefit of the restructuring efforts are realized.

FINANCIAL CONDITION

The Company's principal capital requirements are for additional working capital to fund current cash requirements of the Company. The Company recorded a net loss for the year-ended December 31, 1998 and the three and six months ended June 30, 1999 and had negative cash flow from operations. The negative cash flow from operations is largely attributable to the changes in Medicare reimbursement which were effective January 1, 1998 for the Company. The Company has undertaken a significant restructuring effort to reduce operating costs but expects to record losses for the remainder of 1999. The operating losses and negative cash flow from operations have impacted the availability of the Company's current financing sources and have decreased the Company's overall liquidity position. The Company expects the negative cash flow from operations to continue on a short-term basis and is currently evaluating alternative strategies to secure the needed capital until such time that a positive cash flow from operations is generated.

Notes payable consist primarily of a $25 million asset-based line of credit, a $14 million note payable to Columbia/HCA due in December 1999, a $6.6 million unsecured liability payable to Columbia/HCA, and borrowings under revolving bank lines of credit of $1,500,000 and $750,000. The $25 million asset-based line of credit is collateralized by eligible accounts receivable of the home health care nursing division. Eligible receivables are defined as receivables, exclusive of workers' compensation and self-pay, that are aged less than 181 days. The ongoing fees associated with this line of credit equate to 1% of eligible billed receivables generated during each billing period. This line of credit expires on December 31, 2001. The $14 million note payable to Columbia/HCA is a result of the acquisition consummated in November 1998. Management of the Company and representatives from Columbia/HCA are currently in negotiations to restructure the repayment terms of this note payable. In the event that an agreement can not be reached, the Company does not expect to have the cash flow to fund the obligation when due, which raises substantial doubt about the Company's ability to continue as a going concern. The $6.6 million unsecured liability payable to Columbia/HCA resulted from Periodic Interim Payments ("PIP") directed to Columbia/HCA and subsequently forwarded to the Company which have been determined by the fiscal intermediary as funds belonging to Columbia/HCA. Management of the company and representatives from Columbia/HCA are currently in negotiations as to when this payment is due. The revolving bank lines of credit of $1,500,000 and $750,000 bear interest at bank prime plus 1.5% and bank prime plus 1%, respectively. At August 13, 1999, approximately $900,000 was available under the combined bank lines of credit. These lines of credit are collateralized by 80% of eligible receivables in outpatient surgery and infusion, 75% of eligible receivables in home health care, and 80% of physician notes receivable. Eligible receivables are defined principally as accounts that are aged less than 90 days for outpatient surgery and infusion and 120 days for home health care. Subsequent to June 30, 1999, the $1,500,000 line of credit was decreased to $900,000, with scheduled step-downs in availability until the expiration of the line on the earlier of December 1, 1999 or the sale of all or a portion of one of the Company's operating units. The $750,000 line of credit has scheduled payments until the expiration of the line on December 1, 1999.

The $1,500,000 bank line of credit is subject to certain covenants, including a monthly borrowing base, a debt service coverage ratio, and a leverage ratio. At December 31, 1998 and June 30, 1999, the Company was not in compliance with the debt service coverage ratio requirement of 1.1 : 1.0 due to the losses incurred in these periods. This default was waived by the bank through the quarterly reporting period ending June 30, 1999.

The Company's operating activities used $17,838,000 during the first six months of 1999, whereas such activities used $3,620,000 in cash during the first six months of 1998. This increase in cash used in operating activities is primarily attributable to an increase in accounts receivable as a result of the acquisition of certain home health agencies of Columbia/HCA. The Company's investing activities provided $394,000 for the six months ended June 30, 1999, whereas investing activities used $3,602,000 for the six months ending June 30, 1998. Cash used in acquisitions decreased due to a decrease in purchases of furniture, fixtures and equipment of $1,449,000 and a decrease in cash paid for acquisitions of $2,005,000 for the six months ended June 30, 1999 as compared to the same period in 1998. Net cash provided by financing activities increased to $16,932,000 from $3,623,000 for the six months ending June 30, 1999 and 1998, respectively. This increase is due to the net increase in borrowings on the lines of credit of $16,861,000 resulting from increased expenditures related to the acquired home health care agencies of Columbia/HCA, offset by a decrease in proceeds from preferred stock of $3,253,000.

At June 30, 1999, the Company had negative working capital of $34,683,000 and a stockholder's equity deficit of $15,492,000.

YEAR 2000 COMPLIANCE ISSUES

The Company continues to evaluate its entire operation in preparation for potential problems associated with Year 2000 ("Y2K"). Some internal areas and processes being evaluated include initial charge entry through billing and collections; accounts payable invoice receipt through processing and payment; bank processing of receipts and disbursements; computer hardware and software functionality; and time and/or date-sensitive office and medical equipment functionality. In preparation for Y2K, the Company has replaced, or is in the process of replacing, all of its mission critical computer systems that are not Y2K compliant. The general accounting system was replaced and has been in use since October, 1998. Management believes that the Company's home health care nursing, outpatient surgery center, and infusion division software systems are Y2K compliant. At present, the Company does not anticipate any material disruption in its operations or significant costs to be incurred to attain compliance. There can be no assurance, however, that the Company will identify or adequately assess all aspects of the business that may be affected. Due to this uncertainly, a contingency plan is being developed as each area is evaluated to minimize any negative impact to the Company. In the event that any of the Company's significant payors, suppliers, or customers do not successfully and in a timely manner achieve Year 2000 compliance, the Company's business and/or operations could be adversely affected.

FORWARD LOOKING STATEMENTS

When included in the Quarterly Report on Form 10-Q or in documents incorporated herein by reference, the words "expects", "intends", "anticipates", "believes", "estimates", and analogous expressions are intended to identify forward-looking statements. Such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, current cash flows and operating deficits, debt services needs, adverse changes in federal and state laws relating to the health care industry, competition, regulatory initiatives and compliance with governmental regulations, customer preferences and various other matters, many of which are beyond the Company's control. These forward-looking statements speak only as of the date of the Quarterly Report on Form 10-Q. The Company expressly disclaims any obligation or undertaking to release publicly any updates or any changes in the Company's expectations with regard thereto or any changes in events, conditions or circumstances on which any statement is based.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

The Company does not engage in derivative financial instruments, other financial instruments, or derivative commodity instruments for speculative or trading/non-trading purposes.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None

ITEM 2. CHANGES IN SECURITIES

Effective February 16, 1999, the terms of conversion of the Company's Series A Preferred Stock were amended through Preferred Stock Conversion Agreements. These agreements reduced the conversion rate for the Series A Preferred Stock to $3.00 per common share. Prior to the agreements, the conversion rate at June 30, 1999 was $4.2525 which would convert into 1,763,668 shares of common stock. Under the new agreements, the preferred shares would convert into 2,500,000 common shares.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

At June 30, 1999, the Company was not in compliance with the debt service coverage ratio requirement on the $1,500,000 revolving bank line of credit. The line of credit is collateralized by accounts receivable and is subject to certain covenants, including a monthly borrowing base, a debt service coverage ratio, and a leverage ratio. The Company was not in compliance with the debt service coverage ratio requirement of 1.1 : 1.0 due to the losses incurred in these periods. This default was waived by the bank through the June 30, 1999 quarterly reporting period.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The annual shareholders meeting of the Company was held on June 24, 1999 with the following two items voted on:

Item 1. Election of five directors to serve until the next annual meeting of the shareholders of the Company. The nominated individuals were William F. Borne, CEO of Amedisys, Inc.; Ronald A. LaBorde, President and CEO of Piccadilly Cafeterias; Jake L. Netterville, managing director of Postlethwaite and Netterville, a public accounting firm; David R. Pitts, President and CEO of Pitts Management Associates, Inc.; and David F. Ricchiuti, Assistant Dean and Director of Research at Tulane University's A.B. Freeman School of Business. These individuals were approved with the following votes:

<TABLE>
<CAPTION>

Director	Votes in Favor	Votes Against	Votes Abstained
<S>	<C>	<C>	<C>
Mr. Borne	2,510,157	0	167,939
Mr. LaBorde	2,500,531	0	177,564
Mr. Netterville	2,500,532	0	177,564
Mr. Pitts	2,500,593	0	177,503
Mr. Ricchiuti	2,500,532	0	177,564

</TABLE>

Item 2. Reappointment of the Company's independent public accounting firms of Arthur Andersen LLP and Hannis T. Bourgeois & Co., LLP. The reappointment of the independent public accounting firms was approved by the shareholders, receiving 2,675,046 votes in favor, 3,050 votes against, and no votes abstained.

ITEM 5. OTHER INFORMATION

On April 1, 1999, Mitchel G. Morel resigned from the Company. Mr. Morel served as Chief Financial Officer of the Company from June, 1994 to March, 1999.

On May 10, the Company increased the matching of employee 401(k) Plan contributions with Company common stock to $.50 for every $1.00 of employee contributions from $.25 for every $1.00 up to a maximum level of 6% of the employee's total contribution for 1999.

The Company issued a total of 756,772 common stock options to directors, officers, and key employees. The exercise prices range from $3.00 to $7.00 and the options vest intermittently through December 10, 2000. The number of options issued to directors and officers are as follows:

Director/Officer	Number of Shares
William F. Borne	89,530
Ronald A. LaBorde	12,305
Jake L. Netterville	12,305
David R. Pitts	12,305
David F. Ricchiuti	12,305

Larry R. Graham	75,000
Michael Lutgring	17,000

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

Exhibit No.	Identification of Exhibit	Page Number
3.1(ii)	--- Certificate of Incorporation	--
3.2(ii)	--- Bylaws	--
4.1(iii)	--- Certificate of Designation for Series A Preferred Stock	--
4.2(iii)	--- Specimen of Common Stock Certificate	--
4.3(iii)	--- Specimen of Preferred Stock Certificate	--
4.4(iii)	--- Form of Placement Agent's Warrant Certificate	--
4.5(i)	--- Specimen of Series A Preferred Stock Conversion Agreement	15
4.6(i)	--- Specimen of Certificate of Amendment of Certificate of Designation of Amedisys, Inc.	29
27.1(i)	--- Financial Data Schedule	30

(i) Filed herewith.
(ii) Previously filed as an exhibit to the Annual Report on Form 10-KSB for the year ended December 31, 1994 which is incorporated herein by reference.
(iii) Previously filed as an exhibit to the Registration Statement on Form S-3 dated March 1, 1998 which is incorporated herein by reference.

(b) Report on Form 8-K

No reports on Form 8-K were filed during the second quarter of 1999.

SIGNATURES

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

AMEDISYS, INC.

/s/ LARRY R. GRAHAM
By:___________________________________
Larry R. Graham
Principal Financial and Accounting Officer
and duly authorized officer

DATE: September 14, 1999

EXHIBIT 4.5

PREFERRED STOCK CONVERSION AGREEMENT

PREFERRED STOCK CONVERSION AGREEMENT (this "Agreement"), dated as of this 16/th/ day of February, 1999, by and between Amedisys, Inc., a Delaware corporation (the "Company"), ______________ ("Stockholder") and the beneficial owners set forth on the signature page hereto.

WITNESSETH:

WHEREAS, Stockholder is presently the record holder of the number of shares of Series A Convertible Preferred Stock, par value $.001 per share, of the Company (the "Preferred Stock") set forth on Exhibit A attached hereto;

WHEREAS, the Preferred Stock is convertible into shares of common stock of the Company, par value $.001 per share (the "Common Stock"), at a current effective conversion rate of $4.625 per share (subject to reduction in accordance with the terms of that certain Registration Rights Agreement (the "Registration Rights Agreement") between Stockholder and the Company, dated as of December 22, 1997) (the "Current Conversion Rate"); and

WHEREAS, Stockholder and the Company wish to amend the terms of the Preferred Stock to, among other things, reduce the conversion rate of the Preferred Stock on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

ARTICLE 1.

CONVERSION OF PREFERRED STOCK

1.1 Reduction of Conversion Rate. Upon the terms and subject to the conditions set forth in this Agreement, the Company and Stockholder hereby agree that as of the Effective Date (as hereinafter defined in Section 2.1), the conversion rate for the Preferred Stock shall be reduced from the Current Conversion Rate to a conversion rate equal to $3.00 per share (the "Reduced Conversion Rate").

1.2 Restriction on Transfer; Company Option. In consideration of and in exchange for Stockholder's entitlement to the reduction of the conversion rate of the Preferred Stock to the Reduced Conversion Rate, Stockholder (i) agrees, until December 31, 1999, not to, without the prior written consent of the Company, sell, transfer, assign, pledge, hypothecate or otherwise dispose of any securities of the Company owned by Stockholder (other than in connection with a tender offer, merger or similar business combination expressly approved by the Continuing Directors (as defined below)); and (ii) hereby grants to the Company an option (the "Option"), commencing on the Effective Date and expiring on December 31, 1999 (the "Exercise Date"), to purchase up to thirty (30%) percent (the "Option Cap") of the number of shares of Preferred Stock owned by Stockholder and/or, if Stockholder shall have prior to December 31, 1999 converted any or all of the Preferred Stock into shares of Common Stock, the number of shares of Common Stock acquired by Stockholder upon such conversion, at an effective price of $3.25 (the "Exercise Price") per share of Common Stock (whether such shares of Common Stock are outstanding following conversion or underlie unconverted shares of Preferred Stock, the number of which shall be calculated as if such shares of Preferred Stock had been converted into shares of Common Stock at the Reduced Conversion Rate). By way of illustration only, the maximum aggregate Exercise Price of the Company for Stockholder's shares of Preferred Stock (assuming for this illustration that the number of shares of Preferred Stock set forth on Exhibit A is accurate) shall be: the quotient of 100,000 (number of shares of Preferred Stock owned) divided by $3.00 (Reduced Conversion Rate) multiplied by $3.25 (Exercise Price) and then multiplied by 0.3 (the Option Cap). For purposes of this Agreement, the term "Continuing Directors" shall mean (i) any member of the Company's Board of Directors who is such a member as of the date of this Agreement (a "Current Member") or (ii) any person who subsequently becomes a

member of the Board of Directors, if such person's nomination for election or election to the Board of Directors is recommended or approved by at least two-thirds of the Current Members.

1.3 Method of Exercise.

The Option may be exercised by the Company, in whole or in part, at any time from the date of this Agreement until the Exercise Date, by written notice directed to Stockholder, which notice shall be accompanied by full payment of the Exercise Price for the number of shares with respect to which the Option is being exercised. The Exercise Price shall be paid at the time of exercise by means of a wire transfer or certified or bank check for immediately available funds payable to the order of Stockholder. Upon payment by the Company of the Exercise Price, Stockholder shall deliver to the Company its certificate or certificates representing all of the shares of Common Stock and/or Preferred Stock held by Stockholder along with a stock transfer power(s) duly endorsed in blank by Stockholder. Upon receipt of the certificate or certificates and the stock transfer power(s) set forth above, the Company shall issue to Stockholder a new certificate(s) for the amount of shares previously owned by Stockholder less the amount of shares purchased by the Company pursuant to the Option. The Option may be exercised successively until the Option Cap.

ARTICLE 2.
EFFECTIVE DATE

2.1 Effective Date of Agreement. Subject to the satisfaction of the conditions set forth in this Agreement on the date all notices and/or amendments to the Company's Certificate of Designation required by the State of Delaware to effectuate the transactions contemplated by this Agreement are duly filed, this Agreement, including the reduction of the conversion rate to the

Reduced Conversion Rate, and the restrictions on transfer and grant of Option shall become effective (the "Effective Date").

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to Stockholder as follows:

(a) Authorization.

The execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby have been duly authorized, adopted and approved by the Board of Directors of the Company. The Company has taken all necessary corporate action and has all necessary corporate power to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and is the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) Organization.

The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the corporate power and authority to own and lease its properties and assets and to carry on its business as it is now being conducted.

3.2 Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to the Company as follows:

(a) Authorization.

The execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby have been duly authorized, adopted and approved by Stockholder. Stockholder has taken all necessary action and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Stockholder and is the valid and binding obligation of Stockholder, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, or by legal or equitable principles, relating to or limiting creditors' rights generally and except that the remedy of specific performance and injunctive and other forms of equitable relief are subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(b) Organization.

Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed. Stockholder has all requisite power and authority to

own and lease its properties and assets and to carry on its business as it is now being conducted.

(c) Ownership of Company Shares.

Stockholder is the record owner of the shares of Preferred Stock set forth on Exhibit A hereto for the beneficial owners set forth on the signature page hereto, and such shares of Preferred Stock are not subject to any voting trust, proxy arrangement, rights of first refusal, pledge, security interest, lien, charge or other encumbrance agreement whatsoever.

(d) Representations and Warranties in Subscription Agreement.

Stockholder acknowledges that the representations and warranties made to the Company in Section 2 of that certain Subscription Agreement between Stockholder and Company, dated December 1997, are true and correct as of the date hereof in all material respects, and shall be true and correct in all material respects on and as of the Effective Date, with the same force and effect as though such representations and warranties had been made on and as of the Effective Date.

(e) No Conflicts. The execution, delivery and performance of this Agreement will not (i) conflict with, result in a breach of, or constitute a default under the organizational documents of Stockholder, or any agreement or other obligation to which Stockholder is a party or by which Stockholder or any of its assets or properties are bound, or any judgment, decree, order, writ, injunction, determination or award of any court or other governmental agency, instrumentality or body applicable to Stockholder, or (ii) violate any law, rule or regulation applicable to Stockholder or its property.

3.3 Survival of Representations and Warranties. The representations and warranties of the parties contained herein shall survive the execution and delivery of this Agreement.

ARTICLE 4.
COVENANTS

4.1 Covenants of the Company. The Company hereby covenants and agrees that:

(a) Best Efforts and Cooperation; Further Assurances. Prior to the Effective Date, with the cooperation of Stockholder where appropriate, the Company shall:

(i) comply with all filing requirements which Federal, state or local law may impose on the Company with respect to the transactions contemplated by this Agreement, including but not limited to, the filing of an amendment to the Certificate of Designation of the Company;

(ii) use its diligent efforts to take all actions necessary to be taken in connection with the transactions contemplated by this Agreement; and

(iii) not take any action that would cause any representation or warranty of it contained herein to be inaccurate, untrue, incomplete or misleading.

4.2 Covenants of Stockholder. Stockholder hereby covenants and agrees that:

(a) Best Efforts and Cooperation; Further Assurances. Prior to the Effective Date, with the cooperation of the Company where appropriate, Stockholder shall:

(i) use its diligent efforts to take all actions necessary to be taken in connection with the transactions contemplated by this Agreement; and

(ii) not take any action that would cause any representation or warranty of it contained herein to be inaccurate, untrue, incomplete or misleading.

(b) Termination of Registration Rights Agreement. As of the Effective Date, the Registration Rights Agreement is hereby terminated and rendered null and void and Stockholder shall have no further rights under such agreement.

ARTICLE 5.
CONDITIONS

5.1 Conditions to Obligations of the Company. This Agreement shall not be deemed to be effective unless each of the following conditions have been fulfilled:

(a) Participation. The Company shall obtain the execution and delivery of agreements substantially identical to this Agreement from holders of at least sixty-seven (67%) percent of the total outstanding shares of the Preferred Stock, including Stockholder; and

(b) Accuracy of Representations and Warranties; Performance of Covenants.

Each of the representations and warranties of Stockholder was true, correct and complete in all material respects when made and shall also be true, correct and complete in all material respects on and as of the Effective Date, with the same force and effect as if made on and as of the Effective Date. Stockholder shall have performed and complied in all material respects

with all agreements and covenants required by this Agreement to be performed by Stockholder on or prior to the Effective Date. The condition set forth in this Section 5.1 (b) may be waived by the Company.

5.2 Conditions to Obligations of Stockholder. This Agreement shall not be deemed to be effective unless the following condition has been fulfilled:

(a) Accuracy of Representations and Warranties; Performance of Covenants.

Each of the representations and warranties of the Company set forth in this Agreement was true, correct and complete in all material respects when made and shall also be true, correct and complete in all material respects on and as of the Effective Date. The Company shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by the Company on or prior to the Effective Date. The condition set forth in this Section 5.2 (a) may be waived by Stockholder.

ARTICLE 6.
MISCELLANEOUS

6.1 Fees and Expenses. Stockholder and the Company shall pay their own respective fees and expenses incident to negotiation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Modification, Amendments and Waiver. The parties hereto may amend, modify or otherwise waive any provision of this Agreement only by a written instrument signed by Stockholder and the Company, acting only upon the approval of the Continuing Directors.

6.3 Entire Agreement. This Agreement and the exhibits and other documents referred to herein contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements with respect thereto, whether written or oral.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard, however, to such jurisdiction's principles of conflicts of laws.

6.5 Notices. Any notice, request, instruction or other document to be given hereunder by any party hereto shall be in writing and delivered personally, by facsimile transmission or telex, or sent by commercial overnight delivery service or registered or certified mail (return receipt requested), postage prepaid, addressed as follows:

If to Stockholder: _________________________

If to the Company: Amedisys, Inc.
3029 S. Sherwood Forest Blvd.
Suite 300
Baton Rouge, LA 70816
Attention: Michael Lutgring, Esq.
Facsimile: (504) 295-9678

with a copy to: Kirkpatrick & Lockhart LLP
1251 Avenue of the Americas 45th Floor
New York, NY. 10020
Attn: Stephen R. Connoni
Facsimile: (212) 536-3901

or to such other persons or addresses as may be designated in writing by the party to receive such notice. If sent as aforesaid, the date any such notice shall be deemed to have been delivered is on the date of transmission of a facsimile or telex, the day after delivery to a commercial overnight delivery service, or five days after delivery into a United States Postal facility.

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

6.7 Severability of Provisions. The provisions of this Agreement shall be considered severable in the event that any of such provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable. Such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are valid and enforceable and which are as similar as possible in term and intent to those provisions deemed to be invalid, void or otherwise unenforceable. Notwithstanding the foregoing, the remaining provisions hereof shall remain enforceable to the fullest extent permitted by law.

6.8 Headings. The headings set forth in the articles and sections of this Agreement and in the schedule to this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof.

6.9 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto.

6.10 Amendments to Certificate of Designation. By its execution of this Agreement, Stockholder hereby consents to the Company's filing of an amendment to the Certificate of Designation relating to the Preferred Stock to reflect and effectuate the transactions contemplated by this Agreement. For purposes of Section 7(c) of the Company's Certificate of Designation relating to the Preferred Stock, the undersigned hereby waives any requirement that a meeting of the holders of the Preferred Stock be called to vote on the amendment of such Certificate of Designation.

6.11 Deemed Effective Date. Notwithstanding anything to the contrary contained herein, for purposes of any conversion of Preferred Stock, Stockholder's agreement to the reduction of the conversion rate to the Reduced Conversion Rate shall, subject to this Agreement becoming effective as provided herein, be deemed to have become effective on December 31, 1998.

6.12 Beneficial Owners. The parties hereto acknowledge that ___________ is the record owner of the Preferred Stock holding such Stock as nominee for the beneficial owners set forth on the signature page hereto. By execution of this Agreement, the beneficial owners agree to the terms of this Agreement and to be joined in the representations, warranties, covenants and other agreements set forth in this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Preferred Stock Conversion Agreement to be executed and delivered on the date and year first above written.

AMEDISYS, INC.

By:______________________

____

By:______________________

BENEFICIAL OWNERS:

____

____

____

____

____

EXHIBIT A

Name of Stockholder	Number of Shares of Series A Convertible Preferred Stock

EXHIBIT 4.6

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF DESIGNATION
OF
AMEDISYS, INC.

Amedisys, Inc. (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify that:

1. The Corporation filed a Certificate of Designation on December 31, 1997 (the "Certificate of Designation") setting forth the rights of a series of preferred stock designated as Series A Preferred Stock.

2. The Amendment to the Corporation's Certificate of Designation set forth below was duly adopted in accordance with the provisions of Sections 242 and 228 of the DGCL.

3. The Certificate of Designation is hereby amended as follows:

   (i) Section 3(a) of the Certificate of Designation is amended by deleting the second sentence of such Section in its entirety and inserting in lieu thereof the following:

   > "The initial Conversion Price is equal to $3.00 ("Initial Conversion Price")."

   (ii) Section 4 of the Certificate of Designation is amended by deleting the first sentence of such Section in its entirety and inserting in lieu thereof the following:

   > "The Series A shall be automatically converted into shares of Common Stock at such time as the average of the closing sale price of the Common Stock as listed on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), the New York Stock Exchange ("NYSE"), the American Stock Exchange ("ASE") or wherever the Company's common stock then trades, is at least $6.25 for fifteen (15) consecutive trading days."

   (iii) Section 5(e) of the Certificate of Designation is amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"Intentionally Omitted".

IN WITNESS WHEREOF, Amedisys, Inc. has caused this Certificate to be executed by , its authorized officer on this day of , 1999.

By: ---------------------------------

Title:

I certify that , personally known to me to be the same person whose name is subscribed to the foregoing instrument, this day personally appeared before me as the , of Amedisys, Inc., and he acknowledged that he has executed the foregoing instrument fully and voluntarily on behalf of Amedisys, Inc. for the use and purpose therein expressed.

Sworn to and subscribed before me this day of , 1999.

My commission expires:

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<DISCONTINUED>	0
<EXTRAORDINARY>	0
<CHANGES>	0
<NET-INCOME>	(3,953,000)
<EPS-BASIC>	(1.29)
<EPS-DILUTED>	(1.29)

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