KINDRED HEALTHCARE INC
Form 10-Q/A
August 29, 2001

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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 March 31, 2000

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 001-14057

KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc.)
(Exact name of registrant as specified in its charter)

Delaware	61-1323993
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
680 South Fourth Street Louisville, KY	40202-2412
(Address of principal executive offices)	(Zip Code)

(502) 596-7300
(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 X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class of Common Stock	Outstanding at April 30, 2000
Common stock, $0.25 par value	69,937,473 shares

KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
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PART I. FINANCIAL INFORMATION

KINDRED HEALTHCARE, INC
(Formerly Vencor, Inc., a Debtor-in-Possession)
CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the three months ended March 31, 2000 and 1999
(Unaudited)
(In thousands, except per share amounts)

	(Restated - see Note 2)	
	2000	1999
Revenues	$715,456	$700,232
Salaries, wages and benefits	405,313	403,894
Supplies	93,398	84,997
Rent	76,220	75,452
Other operating expenses	122,589	112,561
Depreciation and amortization	17,902	22,285
Interest expense	16,239	19,536
Investment income	(1,206)	(631)
	730,455	718,094
Loss before reorganization costs and income taxes	(14,999)	(17,862)
Reorganization costs	3,065	2,312
Loss before income taxes	(18,064)	(20,174)
Provision for income taxes	500	50
Loss from operations	(18,564)	(20,224)
Cumulative effect of change in accounting for start-up costs	-	(8,923)

Net loss	(18,564)	(29,147)
Preferred stock dividend requirements	(261)	(261)
Loss to common stockholders	$(18,825)	$(29,408)
Loss per common share:		
Basic:		
Loss from operations	$ (0.27)	$ (0.29)
Cumulative effect of change in accounting for start-up costs	-	(0.13)
Net loss	$ (0.27)	$ (0.42)
Diluted:		
Loss from operations	$ (0.27)	$ (0.29)
Cumulative effect of change in accounting for start-up costs	-	(0.13)
Net loss	$ (0.27)	$ (0.42)
Shares used in computing loss per common share:		
Basic	70,240	70,326
Diluted	70,240	70,326

See accompanying notes.

KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
CONDENSED CONSOLIDATED BALANCE SHEET
(Unaudited)
(In thousands, except per share amounts)

	(Restated)	
	March 31, 2000	December 31 1999
ASSETS		
Current assets:		
Cash and cash equivalents	$ 141,906	$ 148,350
Accounts receivable less allowance for loss	317,185	324,135
Inventories	29,817	28,956
Insurance subsidiary investments	39,376	16,483
Income taxes	8,109	8,884
Other	70,393	65,076
	606,786	591,884
Property and equipment, at cost	611,560	615,160
Accumulated depreciation	(250,089)	(243,526

	361,471	371,634
Goodwill less accumulated amortization	171,001	173,818
Investment in affiliates	16,255	15,874
Assets held for sale	16,343	17,217
Other	65,217	65,547
	$ 1,237,073	$ 1,235,974
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	$ 89,428	$ 101,219
Salaries, wages and other compensation	151,810	159,482
Due to third party payors	64,840	52,205
Other accrued liabilities	83,753	83,967
	389,831	396,873
Professional liability risks	78,737	72,785
Deferred credits and other liabilities	13,618	11,178
Liabilities subject to compromise	1,177,992	1,159,417
Series A preferred stock (subject to compromise)	1,743	1,743
Stockholders' equity (deficit):		
Common stock, $0.25 par value; authorized 180,000 shares; issued 70,228 shares -- March 31 and 70,278 shares -- December 31	17,557	17,570
Capital in excess of par value	667,090	667,078
Accumulated deficit	(1,109,495)	(1,090,670
	(424,848)	(406,022
	$ 1,237,073	$ 1,235,974

See accompanying notes.

KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
For the three months ended March 31, 2000 and 1999
(Unaudited)
(In thousands)

	(Rest
	2000
Cash flows from operating activities:	
Net loss	$(18,564)
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation and amortization	17,902

Provision for doubtful accounts	8,801
Reorganization costs	3,065
Cumulative effect of change in accounting for start-up costs	-
Other	3,586
Changes in operating assets and liabilities:	
Accounts receivable	(1,851)
Inventories and other assets	(2,697)
Accounts payable	(387)
Income taxes	775
Due to third party payors	12,635
Other accrued liabilities	21,746
Net cash provided by operating activities before reorganization costs	45,011
Payment of reorganization costs	(2,348)
Net cash provided by operating activities	42,663
Cash flows from investing activities:	
Purchase of property and equipment	(8,250)
Sale of assets	2,354
Surety bond deposits	(3,947)
Net change in investments	(22,570)
Collection of notes receivable	1,468
Other	234
Net cash used in investing activities	(30,711)
Cash flows from financing activities:	
Repayment of long-term debt	(5,711)
Payment of debtor-in-possession deferred financing costs	(600)
Payment of deferred financing costs	-
Other	(12,085)
Net cash used in financing activities	(18,396)
Change in cash and cash equivalents	(6,444)
Cash and cash equivalents at beginning of period	148,350
Cash and cash equivalents at end of period	$141,906
Supplemental information:	
Interest payments	$ 3,444
Income tax refunds	275

See accompanying notes.

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KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 -- BASIS OF PRESENTATION

Kindred Healthcare, Inc. ("Kindred" or the "Company") (formerly Vencor, Inc.) provides long-term healthcare services primarily through the operation of nursing centers and hospitals. At March 31, 2000, the Company's health services division operated 320 nursing centers (40,915 licensed beds) in 31 states and a rehabilitation therapy business. The Company's hospital division operated 56 hospitals (4,931 licensed beds) in 23 states and an institutional pharmacy business.

The Company and substantially all of its subsidiaries filed voluntary petitions for protection under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on September 13, 1999. The Company currently is operating its businesses as a debtor-in-possession subject to the jurisdiction of the United States Bankruptcy Court in Delaware (the "Bankruptcy Court"). Accordingly, the condensed consolidated financial statements of the Company have been prepared in accordance with the American Institute of Certified Public Accountants Statement of Position 90-7, "Financial Reporting by Entities in Reorganization Under the Bankruptcy Code" ("SOP 90-7") and generally accepted accounting principles applicable to a going concern, which assumes that assets will be realized and liabilities will be discharged in the normal course of business. The condensed consolidated financial statements do not include any adjustments that might result from the resolution of the Chapter 11 Cases (as defined) or other matters discussed in the accompanying notes. The Company's continued operating losses, liquidity issues and the Chapter 11 Cases raise substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern and the appropriateness of using the going concern basis of accounting are dependent upon, among other things, (i) the Company's ability to comply with the terms of the DIP Financing (as defined), (ii) confirmation of a plan of reorganization under the Bankruptcy Code, (iii) the Company's ability to achieve profitable operations after such confirmation, and (iv) the Company's ability to generate sufficient cash from operations to meet its obligations. The plan of reorganization and other actions during the Chapter 11 Cases could change materially the amounts currently recorded in the condensed consolidated financial statements. See Note 4.

On May 1, 1998, Ventas, Inc. ("Ventas") completed the spin-off (the "Spin-off") of its healthcare operations to its stockholders through the distribution of Vencor common stock. Ventas retained ownership of substantially all of its real property and leases such real property to the Company pursuant to four master lease agreements. In anticipation of the Spin-off, the Company was incorporated on March 27, 1998 as a Delaware corporation. For accounting purposes, the consolidated historical financial statements of Ventas became the historical financial statements of the Company upon consummation of the Spin-off. Any discussion concerning events prior to May 1, 1998 refers to the Company's business as it was conducted by Ventas prior to the Spin-off.

In June 1998, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 133 ("SFAS 133"), "Accounting for Derivative Instruments and Hedging Activities," which was required to be adopted in fiscal years beginning after June 15, 1999. In June 1999, FASB delayed the effective date of SFAS 133 for one year. Management has not determined the effect, if any, of SFAS 133 on the Company's consolidated financial statements.

The accompanying unaudited condensed consolidated financial statements do not include all of the disclosures normally required by generally accepted accounting principles or those normally required in annual reports on Form 10-K. Accordingly, these statements should be read in conjunction with the audited consolidated financial statements of the Company for the year ended December 31, 1999 filed with the Securities and Exchange Commission on Form 10-K.

(Unaudited)

NOTE 1 -- BASIS OF PRESENTATION (Continued)

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with the Company's customary accounting practices and the provisions of SOP 90-7. Management believes that the financial information included herein reflects all adjustments necessary for a fair presentation of interim results and, except for the costs described in Notes 3 and 6, all such adjustments are of a normal and recurring nature.

As disclosed in its 1999 Form 10-K, the Company realigned its Vencare ancillary services business in the fourth quarter of 1999. Vencare's rehabilitation, speech and occupational therapies were integrated into the Company's health services division, and its institutional pharmacy business was assigned to the hospital division. Vencare's respiratory therapy and certain other ancillary businesses were discontinued. The accompanying condensed consolidated financial statements reflect the realignment of the former Vencare business for all periods presented.

Effective January 1, 2000, the Company adopted an amortization period of 20 years from date of acquisition for goodwill. Prior thereto, the Company generally amortized such costs over 40 years.

Certain prior period amounts have been reclassified to conform with the current period presentation.

NOTE 2 -- RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS

On August 14, 2001, the Company announced that it will restate certain of its previously issued consolidated financial statements. The Company recently determined that an oversight related to the allowance for professional liability risks had occurred in its consolidated financial statements beginning in 1998. The oversight resulted in the understatement of the provision for professional liability claims in 1998, 1999 and 2000 because the Company did not record a reserve for claims incurred but not reported at the respective balance sheet dates. The cumulative understatement of professional liability claims reserves approximated $5 million at December 31, 1998, $28 million at December 31, 1999 and $39 million at December 31, 2000. The restatement had no effect on previously reported cash flows from operations.

The unaudited condensed consolidated financial statements included herein amend those previously included in the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2000. Consolidated financial statement information and related disclosures included in these amended unaudited condensed consolidated finacial statements reflect, where appropriate, changes resulting from the restatement.

NOTE 2 -- RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS (Continued)

The effect of the restatement on the Company's previously issued unaudited condensed consolidated financial statements follows (in thousands, except per share amounts):

	Three mon	
	2000	
	As previously reported	As restated
Loss from operations	$(15,771)	$(18,564)
Net loss	(15,771)	(18,564)
Loss per common share:		
Basic:		
Loss from operations	$ (0.23)	$ (0.27)
Net loss	(0.23)	(0.27)
Diluted:		
Loss from operations	$ (0.23)	$ (0.27)
Net loss	(0.23)	(0.27)

	March 31, 2000	
	As previously reported	As restate
Professional liability risks	$ 48,231	$ 78,7
Total liabilities	1,629,672	1,660,1
Accumulated deficit	(1,078,989)	(1,109,4
Stockholders' deficit	(394,342)	(424,8

NOTE 3 -- ACCOUNTING CHANGE

Effective January 1, 1999, the Company adopted the provisions of the American Institute of Certified Public Accountants Statement of Position 98-5, "Reporting on the Costs of Start-Up Activities" ("SOP 98-5"), which requires the Company to expense start-up costs, including organizational costs, as incurred. In accordance with the provisions of SOP 98-5, the Company wrote off $8.9 million of such unamortized costs as a cumulative effect of change in accounting principle in the first quarter of 1999.

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

On September 13, 1999, the Company and substantially all of its subsidiaries filed voluntary petitions for protection under Chapter 11 of the Bankruptcy Code. The Chapter 11 cases have been consolidated for purposes of joint administration under Case Nos. 99-3199 (MFW) through 99-3327 (MFW) (collectively, the "Chapter 11 Cases"). The Company currently is operating its businesses as a debtor-in-possession subject to the jurisdiction of the Bankruptcy Court.

On September 14, 1999, the Company received approval from the Bankruptcy Court to pay pre-petition and post-petition employee wages, salaries, benefits and other employee obligations. The Bankruptcy Court also approved orders granting authority, among other things, to pay pre-petition claims of certain critical vendors, utilities and patient obligations. All other pre-petition liabilities are classified in the condensed consolidated balance sheet as liabilities subject to compromise. The Company currently is paying the post-petition claims of all vendors and providers in the ordinary course of business.

KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Unaudited)

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

In connection with the Chapter 11 Cases, the Company entered into a $100 million debtor-in-possession financing agreement (the "DIP Financing") with a bank group led by Morgan Guaranty Trust Company of New York (collectively, the "DIP Lenders"). The Bankruptcy Court granted final approval of the DIP Financing on October 1, 1999. The DIP Financing, which was initially scheduled to mature on March 13, 2000, is comprised of a $75 million tranche A revolving loan (the "Tranche A Loan") and a $25 million tranche B revolving loan (the "Tranche B Loan"). Interest is payable at prime rate plus 2 1/2% on the Tranche A Loan and prime rate plus 4 1/2% on the Tranche B Loan.

Available aggregate borrowings under the Tranche A Loan were initially limited to $45 million in September 1999 and increased to $65 million in October, $70 million in November and $75 million thereafter. Pursuant to a recent amendment to the DIP Financing, the aggregate borrowing limitations under the Tranche A Loans are limited to approximately $68 million until maturity. Borrowings under the Tranche B Loan require the approval of lenders holding at least 75% of the credit exposure under the DIP Financing. The DIP Financing is secured by substantially all of the assets of the Company and its subsidiaries, including certain owned real property. The DIP Financing contains standard representations and warranties and other affirmative and restrictive covenants. As of March 31, 2000, there were no outstanding borrowings under the DIP Financing.

Since the consummation of the DIP Financing, the Company and the DIP Lenders have agreed to several amendments to the DIP Financing. These amendments approved various changes to the DIP Financing including (i) extending the period of time for the Company to file its plan of reorganization, (ii) approving certain transactions and (iii) revising the Company's cash plan originally submitted with the DIP Financing. In December 1999, the Company informed the DIP Lenders that it planned to record a significant charge to earnings in the fourth quarter of 1999 related to the valuation of accounts receivable that could have resulted in noncompliance with certain covenants in the DIP Financing requiring minimum Consolidated EBITDAR and a minimum Net Amount of Eligible Accounts (both as defined in the DIP Financing). In connection with the third amendment to the DIP Financing, the Company received a waiver from compliance with these covenants of the DIP Financing through February 14, 2000. The Company received subsequent waivers from compliance with these covenants in later amendments. In connection with the amendment to the DIP Financing dated February 23, 2000, the parties agreed, among other things, to (i) extend the maturity date of the DIP Financing until June 30, 2000, (ii) extend the period of time for the Company to file its plan of reorganization to May 1, 2000, and (iii) revise certain financial covenants. The Bankruptcy Court granted approval of this amendment to the DIP Financing on March 10, 2000.

At December 31, 1999, the Company was not in compliance with the DIP

Financing covenant related to the minimum Net Amount of Eligible Accounts (accounts receivable). Since there were no outstanding borrowings under the DIP Financing at December 31, 1999, the event of default had no effect on the Company's 1999 consolidated financial statements. Effective April 12, 2000, the Company and the DIP Lenders agreed to an additional amendment to the DIP Financing to revise the covenant related to the minimum Net Amount of Eligible Accounts. In this amendment, the DIP Lenders also waived all events of default regarding this covenant that occurred prior to the date of the amendment.

On April 26, 2000, the Company and the DIP Lenders agreed to an additional amendment to the DIP Financing to permit the Company to seek an extension to file its plan of reorganization through June 15, 2000 and to permit sales of surplus personal property.

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

On November 4, 1999, the Company received approval (subject to certain conditions) to implement a management retention plan (the "Management Retention Plan") to enhance the ability of the Company to retain key management employees during the reorganization period. Under the Management Retention Plan, bonuses aggregating $7.3 million will be awarded to certain key management employees based upon various percentages of their annual salary. The Management Retention Plan provides that the retention bonuses be paid in three equal amounts upon: (i) the Bankruptcy Court's approval of the Management Retention Plan, (ii) the effective date of the plan of reorganization and (iii) three months following the effective date of the plan of reorganization.

Under the Bankruptcy Code, actions to collect pre-petition indebtedness against the Company are subject to an automatic stay and other contractual obligations against the Company may not be enforced. The automatic stay does not necessarily apply to certain actions against Ventas for which the Company has agreed to indemnify Ventas in connection with the Spin-off. In addition, the Company may assume or reject executory contracts, including lease obligations, under the Bankruptcy Code. Parties affected by these rejections may file claims with the Bankruptcy Court in accordance with the reorganization process.

As previously disclosed, the Company is developing a plan of reorganization through negotiations with key parties including its senior bank lenders (the "Senior Lenders"), the holders of the Company's $300 million 9 7/8% Guaranteed Senior Subordinated Notes due 2005 (the "1998 Notes"), Ventas and the Department of Justice (the "DOJ"), acting on behalf of the Health Care Financing Administration ("HCFA") and the Department of Health and Human Services' Office of the Inspector General ("HHS"). A substantial portion of pre-petition liabilities are subject to settlement under the plan of reorganization to be submitted by the Company.

The plan of reorganization must be voted upon by the impaired creditors of the Company and approved by the Bankruptcy Court. There can be no assurance that the plan of reorganization to be proposed by the Company will be approved by the requisite holders of claims, confirmed by the Bankruptcy Court or that it will be consummated. If the plan of reorganization is not accepted by the required number of impaired creditors and the Company's exclusive right to file and solicit acceptance of a plan of reorganization ends, any party in interest may subsequently file its own plan of reorganization for the Company. The Bankruptcy Court currently has extended the Company's exclusive right to submit a plan of reorganization through May 16, 2000.

On May 11, 2000, the Company filed a motion to extend its exclusive right to submit a plan of reorganization through July 18, 2000. The hearing on this motion is scheduled for May 31, 2000. The Company has requested an interim order from the Bankruptcy Court to maintain the Company's exclusive right to file a plan of reorganization until the motion is decided.

In support of its motion, the Company informed the Bankruptcy Court that it has continued to make progress in its reorganization proceedings. In addition, the motion notes that the Company has reached an understanding with certain of the Senior Lenders, certain holders of the 1998 Notes and the advisors to the official committee of unsecured creditors regarding the broad terms of a plan of reorganization. The Company also has continued to engage in discussions with Ventas to obtain its support for a consensual plan of reorganization and is simultaneously pursuing alternatives based upon the possible outcome of those negotiations. The Company also informed the Bankruptcy Court that it has continued its conversations with the DOJ regarding a settlement of ongoing investigations and the negotiation of other agreements with the Company. In addition, the motion further notes that the Company has filed amended schedules of unsecured creditors and has made progress in reviewing and analyzing pre-petition claims against the Company.

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

A plan of reorganization must be confirmed by the Bankruptcy Court after certain findings required by the Bankruptcy Code are made by the Bankruptcy Court. The Bankruptcy Court may confirm a plan of reorganization notwithstanding the non-acceptance of the plan by an impaired class of creditors or equity holders if certain requirements of the Bankruptcy Code are satisfied. As previously announced, the Company has indicated that any plan of reorganization will result in the Company's common stock having little, if any, value.

Events Leading to Reorganization

The Company reported a net loss from operations in 1998 aggregating $578 million, resulting in certain financial covenant violations under the Company's $1.0 billion bank credit facility (the "Credit Agreement"). Namely, the covenants regarding minimum net worth, total leverage ratio, senior leverage ratio and fixed charge coverage ratio were not satisfied at December 31, 1998. Prior to the commencement of the Chapter 11 Cases, the Company received a series of temporary waivers of these covenant violations. The waivers generally included certain borrowing limitations under the $300 million revolving credit portion of the Credit Agreement. The final waiver was scheduled to expire on September 24, 1999.

The Company was informed on April 9, 1999 by HCFA that the Medicare program had made a demand for repayment of approximately $90 million of reimbursement overpayments by April 23, 1999. On April 21, 1999, the Company reached an agreement with HCFA to extend the repayment of such amounts over 60 monthly installments (the "HCFA Agreement"). Under the HCFA Agreement, monthly payments of approximately $1.5 million commenced in May 1999. Beginning in December 1999, the balance of the overpayments bears interest at a statutory rate approximating 13.4%, resulting in a monthly payment of approximately $2.0 million through March 2004. If the Company is delinquent with two consecutive payments, the HCFA Agreement will be defaulted and all subsequent Medicare reimbursement payments to the Company may be withheld. Amounts due under the HCFA Agreement aggregate $75.3 million and have been classified as liabilities subject to compromise in the Company's condensed consolidated balance sheet at March 31, 2000. The Company has received Bankruptcy Court approval to continue to make the monthly payments under the HCFA Agreement during the pendency of the Chapter 11 Cases.

On May 3, 1999, the Company elected not to make the interest payment of approximately $14.8 million due on the 1998 Notes. The failure to pay interest resulted in an event of default under the 1998 Notes.

In accordance with SOP 90-7, outstanding borrowings under the Credit Agreement ($509 million) and the principal amount of the 1998 Notes ($300 million) are presented as liabilities subject to compromise in the Company's condensed consolidated balance sheet at March 31, 2000. If the Chapter 11 Cases had not been filed, the Company would have reported a working capital deficit approximating $895 million at March 31, 2000. The condensed consolidated financial statements do not include any adjustments that might result from the resolution of the Chapter 11 Cases or other matters discussed herein. During the pendency of the Chapter 11 Cases, the Company is continuing to record the contractual amount of interest expense related to the Credit Agreement. No interest costs have been recorded related to the 1998 Notes since the filing of the Chapter 11 Cases. Contractual interest expense not accrued for the 1998 Notes during the first quarter of 2000 was $7.4 million.

As previously reported, the Company has been informed by the DOJ that the Company and Ventas are the subjects of ongoing investigations into various Medicare reimbursement issues, including hospital cost reporting issues, Vencare billing practices and various quality of care issues in the hospitals and nursing centers formerly operated by Ventas and currently operated by the Company. The Company has cooperated fully in these investigations. The DOJ has informed the Company that it has intervened in several pending qui tam actions

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

Events Leading to Reorganization (Continued)

asserted against the Company and/or Ventas in connection with these investigations. The Company and Ventas are engaged in active discussions with the DOJ that may result in a resolution of some or all of the DOJ investigations including the pending qui tam actions. In addition, the DOJ has filed proofs of claims with respect to certain alleged claims in the Chapter 11 Cases. The Company believes that the DOJ's intervention in these actions will facilitate the ability of the parties to reach a final resolution. Such a resolution with the DOJ could include a payment to the Federal government which could have a material adverse effect on the Company's liquidity and financial position. See Note 10.

Agreements with Ventas

On March 18, 1999, the Company served Ventas with a demand for mediation pursuant to the Agreement and Plan of Reorganization governing the Spin-off (the "Spin-off Agreement"). The Company was seeking a reduction in rent and other concessions under its lease agreements with Ventas (the "Master Lease Agreements"). On March 31, 1999, the Company and Ventas entered into a standstill agreement (the "Standstill Agreement") which provided that both companies would postpone through April 12, 1999 any claims either may have against the other. On April 12, 1999, the Company and Ventas entered into a second standstill agreement (the "Second Standstill") which provided that neither party would pursue any claims against the other or any other third party related to the Spin-off as long as the Company complied with certain rent payment terms. The Second Standstill was scheduled to terminate on May 5, 1999. The Company and Ventas also agreed that any statutes of limitations or other time-related constraints in a bankruptcy or other proceeding that might be asserted by one party against the other would be extended and tolled from April 12, 1999 until May 5, 1999 or until the termination of the Second Standstill (the "Tolling Agreement").

As a result of the Company's failure to pay rent, Ventas served the Company with notices of nonpayment under the Master Lease Agreements. Subsequently, the Company and Ventas entered into further amendments to the Second Standstill and the Tolling Agreement to extend the time during which no remedies may be pursued by either party and to extend the date by which the Company may cure its failure to pay rent.

In connection with the Chapter 11 Cases, the Company and Ventas entered into a stipulation (the "Stipulation") which provides for the payment by the Company of a reduced monthly rent of approximately $15.1 million beginning in September 1999. The Stipulation was approved by the Bankruptcy Court. The difference between the $18.9 million base rent under the Master Lease Agreements and the reduced monthly rent is being accrued as an administrative expense subject to compromise in the Chapter 11 Cases. Unpaid August 1999 rent of approximately $18.9 million will constitute a claim by Ventas in the Chapter 11 Cases which claim is potentially subject to dispute. During the pendency of the Chapter 11 Cases, the Company is recording the contractual amount of the $18.9 million monthly base rent.

The Stipulation also continues to toll any statutes of limitations or other time constraints in a bankruptcy proceeding for claims that might be asserted by the Company against Ventas. The Stipulation automatically renews for one-month periods unless either party provides a 14-day notice of termination. The Stipulation also may be terminated prior to its expiration upon a payment default by the Company, the consummation of a plan of reorganization or the occurrence of certain defaults under the DIP Financing.

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

Agreements with Ventas (Continued)

The Stipulation also provides that the Company will continue to fulfill its indemnification obligations arising from the Spin-off.

If the Company and Ventas are unable to resolve their disputes or maintain an interim resolution, the Company may seek to pursue claims against Ventas arising out of the Spin-off and seek judicial relief barring Ventas from exercising any remedies based on the Company's failure to pay some or all of the rent to Ventas. The Company's failure to pay rent or otherwise comply with the Stipulation, in the absence of judicial relief, would result in an "Event of Default" under the Master Lease Agreements. Upon an Event of Default under the Master Lease Agreements, assuming Ventas were to be granted relief from the automatic stay by the Bankruptcy Court, the remedies available to Ventas include, without limitation, terminating the Master Lease Agreements, repossessing and reletting the leased properties and requiring the Company to (i) remain liable for all obligations under the Master Lease Agreements, including the difference between the rent under the Master Lease Agreements and the rent payable as a result of reletting the leased properties or (ii) pay the net present value of the rent due for the balance of the terms of the Master Lease Agreements. Such remedies, however, would be subject to the supervision of the Bankruptcy Court.

Liabilities Subject to Compromise

"Liabilities subject to compromise" refers to liabilities incurred prior to the commencement of the Chapter 11 Cases. These liabilities, consisting primarily of long-term debt, amounts due to third party payors and certain accounts payable and accrued liabilities, represent the Company's estimate of known or potential claims to be resolved in connection with the Chapter 11 Cases. Such claims remain subject to future adjustments based on assertions of additional claims, negotiations, actions of the Bankruptcy Court, further developments with respect to disputed claims, future rejection of executory contracts or unexpired leases, determination as to the value of any collateral securing claims, treatment under the plan of reorganization and other events. Payment terms for these amounts will be established in connection with the plan of reorganization.

The Company has received approval from the Bankruptcy Court to pay pre-petition and post-petition employee wages, salaries, benefits and other employee obligations. The Bankruptcy Court also approved orders granting authority, among other things, to pay pre-petition claims of certain critical vendors, utilities and patient obligations. All other pre-petition liabilities are classified in the condensed consolidated balance sheet as liabilities subject to compromise.

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KINDRED HEALTHCARE, INC.
(Formerly Vencor, Inc., a Debtor-in-Possession)
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Unaudited)

NOTE 4 -- PROCEEDINGS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (Continued)

Liabilities Subject to Compromise (Continued)

A summary of the principal categories of claims classified as liabilities subject to compromise under the Chapter 11 Cases follows (in thousands):

	March 31, 2000	December 31, 1999

Long-term debt:		
Credit Agreement	$ 509,143	$ 506,114
1998 Notes	300,000	300,000
Amounts due under the HCFA Agreement	75,295	80,296
8 5/8% Senior Subordinated Notes	2,391	2,391
Unamortized deferred financing costs	(12,338)	(12,626)
Other	3,884	4,592
	878,375	880,767
Due to third party payors	112,694	112,694
Accounts payable	32,990	33,693
Accrued liabilities:		
Interest	56,027	45,521
Ventas rent	45,133	33,884
Other	52,773	52,858
	153,933	132,263
	$1,177,992	$1,159,417

Substantially all of the liabilities subject to compromise would have been classified as current liabilities if the Chapter 11 Cases had not been filed.

NOTE 5 -- REVENUES

Revenues are recorded based upon estimated amounts due from patients and third party payors for healthcare services provided, including anticipated settlements under reimbursement agreements with Medicare, Medicaid and other third party payors.

A summary of first quarter revenues by payor type follows (in thousands):

	2000	1999
Medicare	$263,877	$254,392
Medicaid	222,513	218,625
Private and other	243,653	243,548
	730,043	716,565
Elimination	(14,587)	(16,333)
	$715,456	$700,232

NOTE 6 -- REORGANIZATION COSTS

Reorganization costs include professional fees incurred in connection with the Company's restructuring activities of $3.1 million for the first quarter of 2000 and $2.3 million for the first quarter of 1999.

NOTE 7 -- EARNINGS PER SHARE

Basic and diluted earnings per common share are based upon the weighted average number of common shares outstanding. No incremental shares are included in the calculations of the diluted loss per common share since the result would be antidilutive.

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NOTE 8 -- BUSINESS SEGMENT DATA

The Company operates two business segments: the health services division and the hospital division. The health services division operates nursing centers and a rehabilitation therapy business. The hospital division operates hospitals and an institutional pharmacy business. The Company defines operating income as earnings before interest, income taxes, depreciation, amortization and rent. Operating income reported for each of the Company's business segments excludes allocations of corporate overhead.

The following table sets forth the Company's revenues, operating results and assets by business segment (in thousands):

	First Quarter	
	2000	1999
Revenues:		
Health services division:		
Nursing centers	$ 412,703	$ 398,374
Rehabilitation services	34,377	54,365
Other ancillary services	(5)	16,263
Elimination	(18,091)	(34,205)
	428,984	434,797
Hospital division:		
Hospitals	253,591	238,522
Pharmacy	47,468	43,246
	301,059	281,768
	730,043	716,565
Elimination of pharmacy charges to Company nursing centers	(14,587)	(16,333)
	$ 715,456	$ 700,232
Income (loss) from operations (restated):		
Operating income (loss):		
Health services division:		
Nursing centers	$ 68,712	$ 54,963
Rehabilitation services	486	6,847
Other ancillary services	130	3,596
	69,328	65,406
Hospital division:		
Hospitals	55,398	57,198
Pharmacy	(1,200)	3,951
	54,198	61,149
Corporate overhead	(29,370)	(27,775)
Reorganization costs	(3,065)	(2,312)

Operating income	91,091	96,468
Rent	(76,220)	(75,452)
Depreciation and amortization	(17,902)	(22,285)
Interest, net	(15,033)	(18,905)
Loss before income taxes	(18,064)	(20,174)
Provision for income taxes	500	50
	$ (18,564)	$ (20,224)

	March 31, 2000	December 31, 199
Assets:		
Health services division	$ 494,858	$ 489,316
Hospital division	342,366	337,218
Corporate	399,849	409,440
	$1,237,073	$1,235,974

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NOTE 9 -- INCOME TAXES

The provision for income taxes is based upon management's estimate of taxable income or loss for the year and includes the effect of certain non-deductible items such as goodwill amortization and the recording of additional deferred tax valuation allowances.

The provision for income taxes for the first quarter of 2000 and 1999 includes charges of $5.9 million and $4.0 million, respectively, related to the deferred tax valuation allowance. In addition, the Company recorded a valuation allowance of $3.4 million in the first quarter of 1999 related to the change in accounting for start-up costs. At March 31, 2000, the deferred tax valuation allowance included in the Company's condensed consolidated balance sheet aggregated $365.9 million.

NOTE 10 -- LITIGATION

Summary descriptions of various significant legal and regulatory activities follow:

On September 13, 1999, the Company and substantially all of its subsidiaries filed voluntary petitions for protection under Chapter 11 of the Bankruptcy Code. The Chapter 11 Cases have been styled In re: Vencor, Inc., et al., Debtors and Debtors in Possession, Case Nos. 99-3199 (MFW) through 99-3327 (MFW), Chapter 11, Jointly Administered. See Note 4 for further discussion of the Chapter 11 Cases.

On March 18, 1999, the Company served Ventas with a demand for mediation pursuant to the Spin-off Agreement. The Company was seeking a reduction in rent and other concessions under its Master Lease Agreements with Ventas. On March 31, 1999, the Company and Ventas entered into the Standstill Agreement which provided that both companies would postpone through April 12, 1999 any claims either may have against the other. On April 12, 1999, the Company and Ventas entered into the Second Standstill which provided that neither party would pursue any claims against the other or any other third party related to the Spin-off as long as the Company complied with certain rent payment terms. The Second Standstill was scheduled to terminate on May 5, 1999. Pursuant to the Tolling Agreement, the Company and Ventas also agreed that any statutes of limitations or other time-related constraints in a bankruptcy or other proceeding that might be asserted by one party against the other would be extended and tolled from April 12, 1999 until May 5, 1999 or until the termination of the Second Standstill. As a result of the Company's failure to pay rent, Ventas served the Company with notices of nonpayment under the Master Lease Agreements. Subsequently, the Company and Ventas entered into further amendments to the Second Standstill and the Tolling Agreement to extend the time during which no remedies may be pursued by either party and to extend the date by which the Company may cure its failure to pay rent.

In connection with the Chapter 11 Cases, the Company and Ventas entered into the Stipulation which provides for the payment by the Company of a reduced monthly rent of approximately $15.1 million beginning in September 1999. The Stipulation was approved by the Bankruptcy Court. The Stipulation also continues to toll any statutes of limitations or other time constraints in a bankruptcy proceeding for claims that might be asserted by the Company against Ventas. The Stipulation automatically renews for one-month periods unless either party provides a 14-day notice of termination. The Stipulation also may be terminated prior to its expiration upon a payment default by the Company, the consummation of the plan of reorganization or the occurrence of certain defaults under the DIP Financing. The Stipulation also provides that the Company will continue to fulfill its indemnification obligations arising from the Spin-off.

NOTE 10 -- LITIGATION (Continued)

If the Company and Ventas are unable to resolve their disputes or maintain an interim resolution, the Company may seek to pursue claims against Ventas arising out of the Spin-off and seek judicial relief barring Ventas from exercising any remedies based on the Company's failure to pay some or all of the rent to Ventas. The Company's failure to pay rent or comply with the Stipulation, in the absence of judicial relief, would result in an "Event of Default" under the Master Lease Agreements. Upon an Event of Default under the Master Lease Agreements, assuming Ventas were to be granted relief from the automatic stay by the Bankruptcy Court, the remedies available to Ventas include terminating the Master Lease Agreements, repossessing and reletting the leased properties and requiring the Company to (i) remain liable for all obligations under the Master Lease Agreements, including the difference between the rent under the Master Lease Agreements and the rent payable as a result of reletting the leased properties or (ii) pay the net present value of the rent due for the balance of the terms of the Master Lease Agreements. Such remedies, however, would be subject to the supervision of the Bankruptcy Court.

The Company's subsidiary, TheraTx, Incorporated ("TheraTx") is a plaintiff in a declaratory judgment action entitled TheraTx, Incorporated v. James W. Duncan, Jr., et al., No. 1:95-CV-3193, filed in the United States District Court for the Northern District of Georgia and currently pending in the United States Court of Appeals for the Eleventh Circuit, No. 99-11451-FF. The defendants have asserted counterclaims against TheraTx under breach of contract, securities fraud, negligent misrepresentation and fraud theories for allegedly not performing as promised under a merger agreement related to TheraTx's purchase of a company called PersonaCare, Inc. and for allegedly failing to inform the defendants/counterclaimants prior to the merger that TheraTx's possible acquisition of Southern Management Services, Inc. might cause the suspension of TheraTx's shelf registration under relevant rules of the Securities and Exchange Commission (the "Commission"). The court granted summary judgment for the defendants/counterclaimants and ruled that TheraTx breached the shelf registration provision in the merger agreement, but dismissed the defendants' remaining counterclaims. Additionally, the court ruled after trial that defendants/counterclaimants were entitled to damages and prejudgment interest in the amount of approximately $1.3 million and attorneys' fees and other litigation expenses of approximately $700,000. The Company and the defendants/counterclaimants both have appealed the court's rulings. The Company is defending the action vigorously.

The Company is pursuing various claims against private insurance companies who issued Medicare supplement insurance policies to individuals who became patients of the Company's hospitals. After the patients' Medicare benefits are exhausted, the insurance companies become liable to pay the insureds' bills pursuant to the terms of these policies. The Company has filed numerous collection actions against various of these insurers to collect the difference between what Medicare would have paid and the hospitals' usual and customary charges. These disputes arise from differences in interpretation of the policy provisions and Federal and state laws governing such policies. Various courts have issued various rulings on the different issues, some of which have been adverse to the Company and most of which have been appealed. The Company intends to continue to pursue these claims vigorously. If the Company does not prevail on these issues, future results of operations and liquidity would be materially adversely affected.

A class action lawsuit entitled A. Carl Helwig v. Vencor, Inc., et al., was filed on December 24, 1997 in the United States District Court for the Western District of Kentucky (Civil Action No. 3-97CV-8354). The class action claims were brought by an alleged stockholder of the Company's predecessor against the Company and Ventas and certain current and former executive officers and directors of the Company and Ventas. The complaint alleges that the Company, Ventas and certain current and former executive officers of the Company and Ventas during a

NOTE 10 -- LITIGATION (Continued)

specified time frame violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), by, among other things, issuing to the investing public a series of false and misleading statements concerning Ventas' then current operations and the inherent value of its common stock. The complaint further alleges that as a result of these purported false and misleading statements concerning Ventas' revenues and successful acquisitions, the price of the common stock was artificially inflated. In particular, the complaint alleges that the defendants issued false and misleading financial statements during the first, second and third calendar quarters of 1997 which misrepresented and understated the impact that changes in Medicare reimbursement policies would have on Ventas' core services and profitability. The complaint further alleges that the defendants issued a series of materially false statements concerning the purportedly successful integration of Ventas' recent acquisitions and prospective earnings per share for 1997 and 1998 which the defendants knew lacked any reasonable basis and were not being achieved. The suit seeks damages in an amount to be proven at trial, pre-judgment and post-judgment interest, reasonable attorneys' fees, expert witness fees and other costs, and any extraordinary equitable and/or injunctive relief permitted by law or equity to assure that the plaintiff has an effective remedy. In December 1998, the defendants filed a motion to dismiss the case. The court converted the defendants' motion to dismiss into a motion for summary judgment and granted summary judgment as to all defendants. The plaintiff appealed the ruling to the United States Court of Appeals for the Sixth Circuit (the "Sixth Circuit"). On April 24, 2000, the Sixth Circuit affirmed the district court's dismissal of the action on the grounds that the plaintiff failed to state a claim upon which relief could be granted. On May 8, 2000, the plaintiff filed a petition for rehearing or a rehearing en banc with the Sixth Circuit. The Company is defending this action vigorously.

A shareholder derivative suit entitled Thomas G. White on behalf of Vencor, Inc. and Ventas, Inc. v. W. Bruce Lunsford, et al., Case No. 98CI03669, was filed in June 1998 in the Jefferson County, Kentucky, Circuit Court. The suit was brought on behalf of the Company and Ventas against certain current and former executive officers and directors of the Company and Ventas. The complaint alleges that the defendants damaged the Company and Ventas by engaging in violations of the securities laws, engaging in insider trading, fraud and securities fraud and damaging the reputation of the Company and Ventas. The plaintiff asserts that such actions were taken deliberately, in bad faith and constitute breaches of the defendants' duties of loyalty and due care. The complaint is based on substantially similar assertions to those made in the class action lawsuit entitled A. Carl Helwig v. Vencor, Inc., et al., discussed above. The suit seeks unspecified damages, interest, punitive damages, reasonable attorneys' fees, expert witness fees and other costs, and any extraordinary equitable and/or injunctive relief permitted by law or equity to assure that the Company and Ventas have an effective remedy. The Company believes that the allegations in the complaint are without merit and intends to defend this action vigorously.

A class action lawsuit entitled Jules Brody v. Transitional Hospitals Corporation, et al., Case No. CV-S-97-00747-PMP, was filed on June 19, 1997 in the United States District Court for the District of Nevada on behalf of a class consisting of all persons who sold shares of Transitional Hospitals Corporation ("Transitional") common stock during the period from February 26, 1997 through May 4, 1997, inclusive. The complaint alleges that Transitional purchased shares of its common stock from members of the investing public after it had received a written offer to acquire all of Transitional's common stock and without making the required disclosure that such an offer had been made. The complaint further alleges that defendants disclosed that there were "expressions of interest" in acquiring Transitional when, in fact, at that time, the negotiations had reached an advanced stage with actual firm offers at substantial premiums to the trading price of Transitional's stock having been made which were actively being considered by Transitional's Board of Directors. The complaint asserts claims pursuant to Sections 10(b), 14(e) and 20(a) of the Exchange Act, and common law principles of negligent misrepresentation and names as defendants

NOTE 10 -- LITIGATION (Continued)

Transitional as well as certain former senior executives and directors of Transitional. The plaintiff seeks class certification, unspecified damages, attorneys' fees and costs. In June 1998, the court granted the Company's motion to dismiss with leave to amend the Section 10(b) claim and the state law claims for misrepresentation. The court denied the Company's motion to dismiss the Section 14(e) and Section 20(a) claims, after which the Company filed a motion for reconsideration. On March 23, 1999, the court granted the Company's motion to dismiss all remaining claims and the case was dismissed. The plaintiff has appealed this ruling. The Company is defending this action vigorously.

On April 14, 1999, a lawsuit entitled Lenox Healthcare, Inc., et al. v. Vencor, Inc., et al., Case No. BC 208750, was filed in the Superior Court of Los Angeles, California by Lenox Healthcare, Inc. ("Lenox") asserting various causes of action arising out of the Company's sale and lease of several nursing centers to Lenox in 1997. Lenox subsequently removed certain of its causes of action and refiled these claims before the United States District Court for the Western District of Kentucky in a case entitled Lenox Healthcare, Inc. v. Vencor, Inc., et al., Case No. 3:99 CV-348-H. The Company has asserted counterclaims, including RICO claims, against Lenox in the Kentucky action. The Company believes that the allegations made by Lenox in both complaints are without merit and intends to defend these actions vigorously. Lenox and its subsidiaries filed for protection under Chapter 11 of the Bankruptcy Code on November 3, 1999. The Company has not determined the effect, if any, such filing will have on the Company's financial condition, results of operations or liquidity. By virtue of both the Company's and Lenox's separate filings for Chapter 11 protection, the two Lenox actions and the Company's counterclaims are stayed.

The Company has been informed by the DOJ that the Company and Ventas are the subjects of ongoing investigations into various Medicare reimbursement issues, including hospital cost reporting issues, Vencare billing practices and various quality of care issues in the hospitals and nursing centers formerly operated by Ventas and currently operated by the Company. These investigations include some matters for which the Company indemnified Ventas in the Spin-off. In cases where neither the Company nor any of its subsidiaries are defendants but Ventas is the defendant, the Company had agreed to defend and indemnify Ventas for such claims as part of the Spin-off. The Stipulation entered into with Ventas provides that the Company will continue to fulfill its indemnification obligations arising from the Spin-off. The Company has cooperated fully in the investigations.

The DOJ has informed the Company that it has intervened in several pending qui tam actions asserted against the Company and/or Ventas in connection with these investigations. The Company and Ventas are engaged in active settlement discussions with the DOJ that may result in a resolution of some or all of the DOJ investigations including the pending qui tam actions. In addition, the DOJ has filed proofs of claims with respect to certain alleged claims in the Chapter 11 Cases. Such a resolution with the DOJ could include a payment to the Federal government which could have a material adverse effect on the Company's liquidity and financial position. However, there can be no assurance that a settlement or other resolution will be consummated with the DOJ.

The following is a summary of the qui tam actions pending against the Company and/or Ventas in which the DOJ has intervened. In connection with the DOJ's intervention, the courts ordered these previously non-public actions to be unsealed. Certain of the actions described below name other defendants in addition to the Company and Ventas.

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NOTE 10 -- LITIGATION (Continued)

(a) The Company, Ventas and the Company's subsidiary, American X-Rays, Inc. ("AXR"), are defendants in a civil qui tam action styled United States ex rel. Doe v. American X-Rays Inc., et al., No. LR-C-95-332, pending in the United States District Court for the Eastern District of Arkansas and served on AXR on July 7, 1997. The DOJ intervened in the suit which was brought under the Federal Civil False Claims Act and added the Company and Ventas as defendants. The Company acquired an interest in AXR when The Hillhaven Corporation ("Hillhaven") was merged into the Company in September 1995 and purchased the remaining interest in AXR in February 1996. AXR provided portable X-ray services to nursing centers (including some of those operated by Ventas or the Company) and other healthcare providers. The civil suit alleges that AXR submitted false claims to the Medicare and Medicaid programs. The suit seeks damages in an amount of not less than $1,000,000, treble damages and civil penalties. The Company has defended this action vigorously. The court has dismissed the action based upon the possible pending settlement between the DOJ and Vencor and Ventas. In a related criminal investigation, the United States Attorney's Office for the Eastern District of Arkansas ("USAO") indicted four former employees of AXR; those individuals were convicted of various fraud related counts in January 1999. AXR had been informed previously that it was not a target of the criminal investigation, and AXR was not indicted. However, the Company received several grand jury subpoenas for documents and witnesses which it moved to quash. The USAO has withdrawn the subpoenas which rendered the motion moot.

(b) The Company's subsidiary, Medisave Pharmacies, Inc. ("Medisave"), Ventas and Hillhaven (former parent company to Medisave), are the defendants in a civil qui tam action styled United States ex rel. Danley v. Medisave Pharmacies, Inc., et al., No. CV-N-96-00170-HDM, filed in the United States District Court for the District of Nevada on March 15, 1996. The plaintiff alleges that Medisave, an institutional pharmacy provider, formerly owned by Ventas and owned by the Company since the Spin-off: (1) charged the Medicare program for unit dose drugs when bulk drugs were administered and charged skilled nursing facilities more for the same drugs for Medicare patients than for non-Medicare patients; (2) improperly claimed special dispensing fees that it was not entitled to under Medicaid; and (3) recouped unused drugs from skilled nursing facilities and returned these drugs to its stock without crediting Medicare or Medicaid, all in violation of the Federal Civil False Claims Act. The complaint also alleges that Medisave had a policy of offering kickbacks, such as free equipment, to skilled nursing centers to secure and maintain their business. The complaint seeks treble damages, other unspecified damages, civil penalties, attorneys' fees and other costs. The Company disputes the allegations in the complaint. The defendants intend to defend this action vigorously.

(c) Ventas and the Company's subsidiary, Vencare, Inc. ("Vencare"), among others, are defendants in the action styled United States ex rel. Roberts v. Vencor, Inc., et al., No. 3:97CV-349-J, filed in the United States District Court for the Western District of Kansas on June 25, 1996 and consolidated with the action styled United States of America ex rel. Meharg, et al. v. Vencor, Inc., et al., No. 3:98SC-737-H, filed in the United States District Court for the Middle District of Florida on June 4, 1998. The complaint alleges that the defendants knowingly submitted and conspired to submit false claims and statements to the Medicare program in connection with their purported provision of respiratory therapy services to skilled nursing center residents. The defendants allegedly billed Medicare for respiratory therapy services and supplies when those services were not medically necessary, billed for services not provided, exaggerated the time required to provide services or exaggerated the productivity of their therapists. It is further alleged that the defendants presented false claims and statements to the Medicare program in violation of the Federal Civil False Claims Act, by, among other things, allegedly causing skilled nursing centers with which they had respiratory therapy contracts, to present false claims to Medicare for respiratory therapy services and supplies. The complaint seeks treble damages, other unspecified damages, civil penalties, attorneys' fees and other costs. The Company disputes the allegations in the complaint. The defendants intend to defend this action vigorously.

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NOTE 10 -- LITIGATION (Continued)

(d) In United States ex rel. Kneepkens v. Gambro Healthcare, Inc., et al., No. 97-10400-GAO, filed in the United States District Court for the District of Massachusetts on October 15, 1998, the Company's subsidiary, Transitional, and two unrelated entities, Gambro Healthcare, Inc. and Dialysis Holdings, Inc., are defendants in this suit alleging that they violated the Federal Civil False Claims Act and the Medicare and Medicaid antikickback, antifraud and abuse amendments (the "Antikickback Amendments") and committed common law fraud, unjust enrichment and payment by mistake of fact. Specifically, the complaint alleges that a predecessor to Transitional formed a joint venture with Damon Clinical Laboratories to create and operate a clinical testing laboratory in Georgia that was then used to provide lab testing for dialysis patients, and that the joint venture billed at below cost in return for referral of substantially all non-routine testing in violation of the Antikickback Amendments. It is further alleged that a predecessor to Transitional and Damon Clinical Laboratories used multiple panel testing of end stage renal disease rather than single panel testing that allegedly resulted in the generation of additional revenues from Medicare and that the entities allegedly added non-routine tests to tests otherwise ordered by physicians that were not requested or medically necessary but resulted in additional revenue from Medicare in violation of the Antikickback Amendments. Transitional has moved to dismiss the case. Transitional disputes the allegations in the complaint and is defending the action vigorously.

(e) The Company and/or Ventas are defendants in the action styled United States ex rel. Huff and Dolan v. Vencor, Inc., et al., No. 97-4358 AHM (Mcx), filed in the United States District Court for the Central District of California on June 13, 1997. The plaintiff alleges that the defendant violated the Federal Civil False Claims Act by submitting false claims to the Medicare, Medicaid and CHAMPUS programs by allegedly: (1) falsifying patient bills and submitting the bills to the Medicare, Medicaid and CHAMPUS programs, (2) submitting bills for intensive and critical care not actually administered to patients, (3) falsifying patient charts in relation to the billing, (4) charging for physical therapy services allegedly not provided and pharmacy services allegedly provided by non-pharmacists, and (5) billing for sales calls made by nurses to prospective patients. The complaint seeks treble damages, other unspecified damages, civil penalties, attorneys' fees and other costs. Defendants dispute the allegations in the complaint. The Company, on behalf of itself and Ventas, intends to defend this action vigorously.

(f) Ventas is the defendant in the action styled United States ex rel.

Brzycki v. Vencor, Inc., Civ. No. 97-451-JD, filed in the United States District Court for the District of New Hampshire on September 8, 1997. Ventas is alleged to have knowingly violated the Federal Civil False Claims Act by submitting and conspiring to submit false claims to the Medicare program. The complaint alleges that Ventas: (1) fabricated diagnosis codes by ordering medically unnecessary services, such as respiratory therapy; (2) changed referring physicians' diagnoses in order to qualify for Medicare reimbursement; and (3) billed Medicare for oxygen use by patients regardless of whether the oxygen was actually administered to particular patients. The complaint further alleges that Ventas paid illegal kickbacks to referring health care professionals in the form of medical consulting service agreements as an alleged inducement to refer patients, in violation of the Federal Civil False Claims Act, the Antikickback Amendments and the Stark provisions. It is additionally alleged that Ventas consistently submitted Medicare claims for clinical services that were not performed or were performed at lower actual costs. The complaint seeks unspecified damages, civil penalties, attorneys' fees and costs. Ventas disputes the allegations in the complaint. The Company, on behalf of Ventas, intends to defend the action vigorously.

NOTE 10 -- LITIGATION (Continued)

(g) United States ex rel. Lanford and Cavanaugh v. Vencor, Inc., et al., Civ. No. 97-CV-2845, was filed against Ventas in the United States District Court for the Middle District of Florida, on November 24, 1997. The United States of America intervened in this civil qui tam lawsuit on May 17, 1999. On July 23, 1999, the United States filed its amended complaint in the lawsuit and added the Company as a defendant. The lawsuit alleges that the Company and Ventas knowingly submitted false claims and false statements to the Medicare and Medicaid programs including, but not limited to, claims for reimbursement of costs for certain ancillary services performed in defendants' nursing centers and for third party nursing center operators that the United States alleges are not properly reimbursable costs through the hospitals' cost reports. The lawsuit involves the Company's hospitals which were owned by Ventas prior to the Spin-off. The complaint does not specify the amount of damages sought. The Company and Ventas dispute the allegations in the amended complaint and intend to defend this action vigorously.

(h) In United States ex rel. Harris and Young v. Vencor, Inc., et al., filed in the Eastern District of Missouri on May 25, 1999, the defendants include the Company, Vencare, and Ventas. The defendants allegedly submitted and conspired to submit false claims for payment to the Medicare and CHAMPUS programs, in violation of the Federal Civil False Claims Act. According to the complaint, the Company, through its subsidiary, Vencare, allegedly (1) over billed for respiratory therapy services, (2) rendered medically unnecessary treatment, and (3) falsified supply, clinical and equipment records. The defendants also allegedly encouraged or instructed therapist to falsify clinical records and over prescribe therapy services. The complaint seeks treble damages, other unspecified damages, civil penalties, attorneys' fees and other costs. The Company disputes the allegations in the complaint and intends to defend this action vigorously.

(i) In United States ex rel. George Mitchell, et al. v. Vencor, Inc., et al., filed in the United States District Court for the Southern District of Ohio on August 13, 1999, the defendants, consisting of the Company and its two subsidiaries, Vencare and Vencor Hospice, Inc., are alleged to have violated the Federal Civil False Claims Act by obtaining improper reimbursement from Medicare concerning the treatment of hospice patients. Defendants are alleged to have obtained inflated Medicare reimbursement for admitting, treating and/or failing to discharge in a timely manner hospice patients who were not "hospice appropriate." The complaint further alleges that the defendants obtained inflated reimbursement for providing medications for these hospice patients. The complaint alleges damages in excess of $1,000,000. The Company disputes the allegations in the complaint and intends to defend vigorously the action.

(j) In Gary Graham, on Behalf of the United States of America v. Vencor Operating, Inc. et. al., filed in the United States District Court for the Southern District of Florida on or about June 8, 1999, the defendants, including the Company, its subsidiary, Vencor Operating, Inc., Ventas, Hillhaven and Medisave, are alleged to have presented or caused to be presented false or fraudulent claims for payment to the Medicare program in violation of, among other things, the Federal Civil False Claims Act. The complaint alleges that Medisave, a subsidiary of the Company which was transferred from Ventas to the Company in the Spin-off, systematically up-charged for drugs and supplies dispensed to Medicare patients. The complaint seeks unspecified damages, civil penalties, interest, attorneys' fees and other costs. The Company disputes the allegations in the complaint and intends to defend this action vigorously.

NOTE 10 -- LITIGATION (Continued)

(k) In United States, et al., ex rel. Phillips-Minks, et al. v. Transitional Corp., et al., filed in the United States District Court for Southern District of California on July 23, 1998, the defendants, including Transitional and Ventas, are alleged to have submitted and conspired to submit false claims and statements to Medicare, Medicaid, and other Federal and state funded programs during a period commencing in 1993. The conduct complained of allegedly violates the Federal Civil False Claims Act, the California False Claims Act, the Florida False Claims Act, the Tennessee Health Care False Claims Act, and the Illinois Whistleblower Reward and Protection Act. Defendant allegedly submitted improper and erroneous claims to Medicare, Medicaid and other programs, for improper or unnecessary services and services not performed, inadequate collections efforts associated with billing and collecting bad debts, inflated and nonexistent laboratory charges, false and inadequate documentation of claims, splitting charges, shifting revenues and expenses, transferring patients to hospitals that are reimbursed by Medicare at a higher level, failing to return duplicate reimbursement payments, and improperly allocating hospital insurance expenses. In addition, the complaint alleges that the defendants were inconsistent in their reporting of cost report data, paid kickbacks to increase patient referrals to hospitals, and incorrectly reported employee compensation resulting in inflated employee 401(k) contributions. The complaint seeks unspecified damages. The Company disputes the allegations in the complaint and intends to defend this action vigorously.

In connection with the Spin-off, liabilities arising from various legal proceedings and other actions were assumed by the Company and the Company agreed to indemnify Ventas against any losses, including any costs or expenses, it may incur arising out of or in connection with such legal proceedings and other actions. The indemnification provided by the Company also covers losses, including costs and expenses, which may arise from any future claims asserted against Ventas based on the former healthcare operations of Ventas. In connection with its indemnification obligation, the Company has assumed the defense of various legal proceedings and other actions. The Stipulation entered into with Ventas provides that the Company will continue to fulfill its indemnification obligations arising from the Spin-off.

The Company is a party to certain legal actions and regulatory investigations arising in the normal course of its business. The Company is unable to predict the ultimate outcome of pending litigation and regulatory investigations. In addition, there can be no assurance that the DOJ, HCFA or other regulatory agencies will not initiate additional investigations related to the Company's businesses in the future, nor can there be any assurance that the resolution of any litigation or investigations, either individually or in the aggregate, would not have a material adverse effect on the Company's results of operations, liquidity or financial position. In addition, the above litigation and investigations (as well as future litigation and investigations) are expected to consume the time and attention of the Company's management and may have a disruptive effect upon the Company's operations.

NOTE 11 -- THIRD PARTY SETTLEMENTS

In January 2000, the Company filed its hospital cost reports for the year ended August 31, 1999. Cost reports are filed annually in settlement of amounts due to or from the various agencies administering the reimbursement programs. These cost reports indicated amounts due from the Company aggregating $58 million. This liability arose during 1999 as part of the Company's routine settlement of Medicare reimbursement overpayments. Such amounts are classified as liabilities subject to compromise in the condensed consolidated balance sheet and, accordingly, no funds were disbursed by the Company in settlement of such pre-petition liabilities.

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

Cautionary Statement

Certain statements made in this Form 10-Q/A, including, but not limited to, statements containing the words such as "anticipate," "believe," "plan," "estimate," "expect," "intend," "may" and other similar expressions are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are inherently uncertain, and stockholders must recognize that actual results may differ materially from the Company's expectations as a result of a variety of factors, including, without limitation, those discussed below. Such forward-looking statements are based on management's current expectations and include known and unknown risks, uncertainties and other factors, many of which the Company is unable to predict or control, that may cause the Company's actual results or performance to differ materially from any future results or performance expressed or implied by such forward-looking statements. Factors that may affect the plans or results of the Company include, without limitation, the ability of the Company to continue as a going concern; the delays or the inability to complete the Company's plan of reorganization; the ability of the Company to operate pursuant to the terms of the DIP Financing; the ability of the Company to operate successfully under the Chapter 11 Cases; risks associated with operating a business in Chapter 11; adverse actions which may be taken by creditors and the outcome of various bankruptcy proceedings; adverse developments with respect to the Company's liquidity or results of operations; the Company's ability to attract patients given its current financial position; the ability of the Company to attract and retain key executives and other personnel; the effects of healthcare reform and legislation on the Company's business strategy and operations; the Company's ability to control costs, including labor costs, in response to the prospective payment system; adverse developments with respect to the Company's settlement discussions with the DOJ concerning ongoing investigations; and the dramatic increase in the costs of defending and insuring against alleged patient care liability claims. Many of these factors are beyond the control of the Company and its management. The Company cautions investors that any forward-looking statements made by the Company are not guarantees of future performance. The Company disclaims any obligation to update any such factors or to announce publicly the results of any revisions to any of the forward-looking statements to reflect future events or developments.

General

The business segment data in Note 8 of the Notes to Condensed Consolidated Financial Statements should be read in conjunction with the following discussion and analysis.

The Company provides long-term healthcare services primarily through the operation of nursing centers and hospitals. At March 31, 2000, the Company's health services division operated 320 nursing centers (40,915 licensed beds) in 31 states and a rehabilitation therapy business. The Company's hospital division operated 56 hospitals (4,931 licensed beds) in 23 states and an institutional pharmacy business.

Vencare Realignment. As disclosed in its 1999 Form 10-K, the Company realigned its Vencare ancillary services business in the fourth quarter of 1999. Vencare's rehabilitation, speech and occupational therapies were integrated into the Company's health services division, and its institutional pharmacy business was assigned to the hospital division. Vencare's respiratory therapy and certain other ancillary businesses were discontinued. Financial and operating data presented in the following discussion and analysis reflect the realignment of the former Vencare business for all periods presented.

General (Continued)

Reorganization. On September 13, 1999, the Company and substantially all of its subsidiaries filed voluntary petitions for protection under Chapter 11 of the Bankruptcy Code. The Company currently is operating its businesses as a debtor-in-possession subject to the jurisdiction of the Bankruptcy Court. The Company's continued operating losses, liquidity issues and the Chapter 11 Cases raise substantial doubt about the Company's ability to continue as a going concern. The ability of the Company to continue as a going concern and the appropriateness of using the going concern basis of accounting are dependent upon, among other things, (i) the Company's ability to comply with the terms of the DIP Financing, (ii) confirmation of the plan of reorganization under the Bankruptcy Code, (iii) the Company's ability to achieve profitable operations after such confirmation, and (iv) the Company's ability to generate sufficient cash from operations to meet its obligations. The plan of reorganization and other actions during the Chapter 11 Cases could change materially the amounts currently recorded in the condensed consolidated financial statements. See Note 4 of the Notes to Condensed Consolidated Financial Statements.

Spin-off. On May 1, 1998, Ventas completed the Spin-off through the distribution of Vencor common stock to its stockholders. Ventas retained ownership of substantially all of its real property and leases such real property to the Company pursuant to the Master Lease Agreements. In anticipation of the Spin-off, the Company was incorporated on March 27, 1998. For accounting purposes, the consolidated historical financial statements of Ventas became the historical financial statements of the Company upon consummation of the Spin-off. Any discussion concerning events prior to May 1, 1998 refers to the Company's business as it was conducted by Ventas prior to the Spin-off.

The condensed consolidated financial statements have been prepared on the basis of accounting principles applicable to going concerns and contemplate the realization of assets and settlement of liabilities and commitments in the normal course of business. The condensed consolidated financial statements do not include any adjustments that might result from the resolution of the Chapter 11 Cases or other matters discussed herein.

Results of Operations

Regulatory Changes

Legislative and regulatory activities in the long-term healthcare industry have had a significant negative impact on the Company's operating results.

The Balanced Budget Act of 1997 (the "Budget Act"), contains extensive changes to the Medicare and Medicaid programs intended to reduce the projected amount of increase in payments under those programs over a five year period. Virtually all spending reductions come from reimbursements to providers and changes in program components. The Budget Act has affected adversely the revenues in each of the Company's operating divisions.

The Budget Act established a prospective payment system ("PPS") for nursing centers for cost reporting periods beginning on or after July 1, 1998. While most nursing centers in the United States became subject to PPS during the first quarter of 1999, all of the Company's nursing centers adopted PPS on July 1, 1998. During the first three years, the per diem rates for nursing centers are based on a blend of facility-specific costs and Federal costs. Thereafter, the per diem rates will be based solely on Federal costs. The payments received under PPS cover all services for Medicare patients including all ancillary services, such as respiratory therapy, physical therapy, occupational therapy, speech therapy and certain covered pharmaceuticals.

In November 1999, the Balanced Budget Refinement Act (the "BBRA") was enacted to provide a measure of relief for some of the impact of PPS. The BBRA makes temporary adjustments in payments for the care of higher acuity patients, adjusts payment categories up by 4% for two years beginning in October 2000 and allows nursing centers to transition more rapidly to the Federal payment rates. The BBRA also imposes a two-year moratorium on certain therapy limitations for skilled nursing center patients. All of these measures will expire at the end of 2002.

Results of Operations (Continued)

Regulatory Changes (Continued)

Including the effect of the BBRA, revenues recorded under PPS in the Company's health services division are substantially less than the cost-based reimbursement it received before the enactment of the Budget Act.

The Budget Act also reduced payments made to the hospitals operated by the Company's hospital division by reducing incentive payments pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), allowable costs for capital expenditures and bad debts, and payments for services to patients transferred from a general acute care hospital. The reductions in allowable costs for capital expenditures became effective October 1, 1997. The reductions in the TEFRA incentive payments and allowable costs for bad debts became effective between May 1, 1998 and September 1, 1998. The reductions for payments for services to patients transferred from a general acute care hospital became effective October 1, 1998. These reductions have had a material adverse impact on hospital revenues. In addition, these reductions also may affect adversely the hospital division's ability to develop additional long-term care hospitals in the future.

Under PPS, the volume of ancillary services provided per patient day to nursing center patients has declined dramatically. As previously discussed, Medicare reimbursements to nursing centers under PPS include substantially all services provided to patients, including ancillary services. Prior to the implementation of PPS, the costs of such services were reimbursed under cost-based reimbursement rules. The decline in the demand for ancillary services is mostly attributable to efforts by nursing centers to reduce operating costs. As a result, many nursing centers are electing to provide ancillary services to their patients though internal staff or are seeking lower acuity patients who require less ancillary services. In response to PPS and a significant decline in the demand for ancillary services, the Company realigned its Vencare division in the fourth quarter of 1999 by integrating the rehabilitation, speech and occupational therapies into the health services division and assigning the institutional pharmacy business to the hospital division. Vencare's respiratory therapy and other ancillary businesses were discontinued.

There also continues to be state legislative proposals that would impose more limitations on government and private payments to providers of healthcare services such as the Company. Many states have enacted or are considering enacting measures that are designed to reduce their Medicaid expenditures and to make certain changes to private healthcare insurance. Some states also are considering regulatory changes that include a moratorium on the designation of additional long-term care hospitals. Regulatory changes in the Medicare and Medicaid reimbursement systems applicable to the hospital division also are being considered. There also are a number of legislative proposals including cost caps and the establishment of Medicaid prospective payment systems for nursing centers. Moreover, by repealing the Boren Amendment, the Budget Act eases existing impediments on the states' ability to reduce their Medicaid reimbursement levels.

The Company could be affected adversely by the continuing efforts of governmental and private third-party payors to contain the amount of reimbursement for healthcare services. There can be no assurance that payments under governmental and private third-party payor programs will remain at levels comparable to present levels or will be sufficient to cover the costs allocable to patients eligible for reimbursement pursuant to such programs. In addition, there can be no assurance that facilities operated by the Company, or the provision of services and supplies by the Company, will meet the requirements for participation in such programs.

There can be no assurance that future healthcare legislation or other changes in the administration or interpretation of governmental healthcare programs will not have a material adverse effect on the Company's results of operations, liquidity and financial position.

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

Results of Operations (Continued)

Health Services Division - Nursing Centers

Revenues increased 4% to $413 million in the first quarter of 2000 from $398 million in the same quarter of 1999. The increase was primarily attributable to a 1% increase in patient days and price increases from Medicaid and private payors. Medicare revenues per patient day under PPS were $292 in the first quarter of 2000 compared to $293 in the first quarter a year ago. The decline resulted primarily from lower average acuity levels of the Company's nursing center Medicare patients.

Nursing center operating income increased 25% to $69 million in the first quarter of 2000 from $55 million last year. A substantial portion of the improvement resulted from growth in revenues and operating efficiencies related to the fourth quarter 1999 Vencare realignment. However, costs related to professional liability risks and doubtful accounts rose $6 million compared to the first quarter of 1999. In the aggregate, operating costs (wages, benefits, supplies and other expenses) per patient day declined slightly from a year ago.

During the first quarter of 2000, the Company entered into agreements to manage 27 additional nursing centers. The impact of these transactions was not significant.

Health Services Division - Rehabilitation Services

Revenues declined 37% to $34 million in the first quarter of 2000 from $54 million a year ago. The decline in revenues was primarily attributable to continued reductions in demand for ancillary services in response to fixed reimbursement rates under PPS. Approximately one-half of the revenue decline was attributable to Company-operated nursing centers. Under PPS, the reimbursement for ancillary services provided to nursing center patients is a component of the total reimbursement allowed per nursing center patient. As a result, many nursing center customers (including the Company's nursing centers) have elected to provide ancillary services to their patients through internal staff and no longer contract with outside parties for ancillary services.

Operating income declined to $0.5 million in the first quarter of 2000 from $7 million last year. The reduction in operating income reflects a continued decline in customer demand resulting from PPS. In addition, effective January 1, 2000, revenues for rehabilitation services provided to Company-operated nursing centers approximate the costs of providing such services. Accordingly, first quarter 2000 operating results do not reflect any operating income related to intercompany transactions. While the health services division will continue to provide rehabilitation services to nursing center customers, revenues and operating income related to these services may continue to decline.

Health Services Division - Other Ancillary Services

Other ancillary services refers to certain ancillary businesses (primarily respiratory therapy) that were discontinued as part of the Vencare realignment in the fourth quarter of 1999.

Hospital Division - Hospitals

Revenues increased 6% to $254 million in the first quarter of 2000 from $239 million in the same period a year ago. The increase was primarily attributable to 6% growth in patient days. While aggregate revenues per patient day were relatively unchanged from a year ago, the Company's revenues from non-government sources grew approximately 6% per patient day in part as a result of price increases.

Medicare revenues per patient day declined 2% in the first quarter of 2000 from the same quarter a year ago. Medicare revenues recorded by the Company's hospitals in prior years included reimbursement for expenses related to certain costs associated with hospital-based ancillary services previously provided by the Vencare division to its nursing center customers. As part of its ongoing investigations, the DOJ has objected to including such costs on the Medicare cost reports filed by the Company's hospitals. Medicare revenues related to the reimbursement of such costs aggregated $7 million in the first quarter of 1999. In connection with the continued settlement discussions

Results of Operations (Continued)

Hospital Division - Hospitals (Continued)

with the DOJ, the Company has agreed to discontinue recording such revenues and has excluded such costs from the Medicare cost reports since September 1, 1999.

Hospital operating income declined 3% to $55 million in the first quarter of 2000 from $57 million in the first quarter of 1999. Despite an increase in patient days, hospital operating costs per patient day increased 3% to $729 from $709, most of which was attributable to growth in labor costs. Operating income also was adversely impacted by the previously discussed reduction in Medicare reimbursement for hospital-based ancillary services.

Hospital Division - Pharmacy

Revenues increased 10% to $47 million in the first quarter of 2000 compared to $43 million a year ago. The increase resulted primarily from growth in the number of nursing center customers.

The Company's pharmacies reported an operating loss of $1 million in the first quarter of 2000 compared to an operating profit of $4 million in the same period of the prior year. Supply costs as a percentage of revenues rose to 66% in the first quarter of 2000 from 54% in 1999. Management believes that the deterioration in operating income in the first quarter of 2000 was primarily attributable to pricing pressures associated with PPS.

Corporate Overhead

Operating income for the Company's operating divisions excludes allocation of corporate overhead. These costs aggregated $29 million and $28 million in the first quarter of 2000 and 1999, respectively. As a percentage of revenues (before eliminations), the overhead ratio was 4% in the first quarter of 2000 compared to 3.9% in the same period of 1999.

Capital Costs

The Company leases substantially all of its facilities. Depreciation and amortization, rents and net interest costs aggregated $109 million in the first quarter of 2000 compared to $117 million last year. While rents were relatively unchanged, depreciation and amortization declined primarily as a result of significant write-offs of property, equipment and goodwill in the fourth quarter of 1999 in connection with the Company's valuation of its long-lived assets. On January 1, 2000, the Company changed its goodwill amortization period from 40 years to 20 years from date of acquisition. The impact of this change was not material. See Note 1 of the Notes to Condensed Consolidated Financial Statements.

During the pendency of the Chapter 11 Cases, the Company is continuing to record the contractual amount of interest expense related to the Credit Agreement and the rents due to Ventas under the Master Lease Agreements. No interest costs have been recorded related to the 1998 Notes since the filing of the Chapter 11 Cases. Contractual interest expense not accrued for the 1998 Notes in the first quarter of 2000 was approximately $7 million.

Income Taxes

The provision for income taxes is based upon management's estimate of taxable income or loss for the year and includes the effect of certain non-deductible items such as goodwill amortization and the recording of additional deferred tax valuation allowances.

The provision for income taxes for the first quarter of 2000 and 1999 includes charges of $6 million and $4 million, respectively, related to the deferred tax valuation allowance. In addition, the Company recorded a valuation allowance of $3 million in the first quarter of 1999 related to the change in accounting for start-up costs. At March 31, 2000, the deferred tax valuation allowance included in the Company's condensed consolidated balance sheet aggregated $366 million.

Results of Operations (Continued)

Consolidated Results

The Company reported a pretax loss from operations before reorganization costs in the first quarter of 2000 of $15 million, compared to $18 million in the first quarter of 1999. Reorganization costs include professional fees incurred in connection with the Company's restructuring activities totaling $3 million and $2 million for the respective first quarter of 2000 and 1999.

The net loss from operations in the first quarter of 2000 aggregated $19 million compared to $20 million in the first quarter of 1999. In addition, the Company recorded a $9 million charge in the first quarter of 1999 to reflect an accounting change for start-up costs. See Note 3 of the Notes to Condensed Consolidated Financial Statements.

Liquidity

As previously discussed, the Company and substantially all of its subsidiaries filed voluntary petitions for protection under Chapter 11 of the Bankruptcy Code on September 13, 1999.

On September 14, 1999, the Company received approval from the Bankruptcy Court to pay pre-petition and post-petition employee wages, salaries, benefits and other employee obligations. The Bankruptcy Court also approved orders granting authority, among other things, to pay pre-petition claims of certain critical vendors, utilities and patient obligations. All other pre-petition liabilities are classified in the condensed consolidated balance sheet as liabilities subject to compromise. The Company currently is paying the post-petition claims of all vendors and providers in the ordinary course of business.

The Company currently is operating its businesses as a debtor-in-possession subject to the jurisdiction of the Bankruptcy Court. In connection with the Chapter 11 Cases, the Company entered into the DIP Financing aggregating $100 million. The Bankruptcy Court granted final approval of the DIP Financing on October 1, 1999. The DIP Financing, which was initially scheduled to mature on March 13, 2000, is comprised of the Tranche A Loan and the Tranche B Loan. Interest is payable at prime rate plus 2 1/2% on the Tranche A Loan and prime rate plus 4 1/2% on the Tranche B Loan.

Available aggregate borrowings under the Tranche A Loan were initially limited to $45 million in September 1999 and increased to $65 million in October, $70 million in November and $75 million thereafter. Pursuant to a recent amendment to the DIP Financing, the aggregate borrowing limitations under the Tranche A Loans are limited to approximately $68 million until maturity. Borrowings under the Tranche B Loan require the approval of lenders holding at least 75% of the credit exposure under the DIP Financing. The DIP Financing is secured by substantially all of the assets of the Company and its subsidiaries, including certain owned real property. The DIP Financing contains standard representations and warranties and other affirmative and restrictive covenants. As of March 31, 2000, there were no outstanding borrowings under the DIP Financing.

Since the consummation of the DIP Financing, the Company and the DIP Lenders have agreed to several amendments to the DIP Financing. These amendments approved various changes to the DIP Financing including (i) extending the period of time for the Company to file its plan of reorganization, (ii) approving certain transactions and (iii) revising the Company's cash plan originally submitted with the DIP Financing. In December 1999, the Company informed the DIP Lenders that it planned to record a significant charge to earnings in the fourth quarter of

Liquidity (Continued)

1999 related to the valuation of accounts receivable that could have resulted in noncompliance with certain covenants in the DIP Financing requiring minimum Consolidated EBITDAR and a minimum Net Amount of Eligible Accounts (both as defined in the DIP Financing). In connection with the third amendment to the DIP Financing, the Company received a waiver from compliance with these covenants of the DIP Financing through February 14, 2000. The Company received subsequent waivers from compliance with these covenants in later amendments. In connection with the amendment to the DIP Financing dated February 23, 2000, the parties agreed, among other things, to (i) extend the maturity date of the DIP Financing until June 30, 2000, (ii) extend the period of time for the Company to file its plan of reorganization to May 1, 2000, and (iii) revise certain financial covenants. The Bankruptcy Court granted approval of this amendment to the DIP Financing on March 10, 2000.

At December 31, 1999, the Company was not in compliance with the DIP Financing covenant related to the minimum Net Amount of Eligible Accounts (accounts receivable). Since there were no outstanding borrowings under the DIP Financing at December 31, 1999, the event of default had no effect on the Company's 1999 consolidated financial statements. Effective April 12, 2000, the

Company and the DIP Lenders agreed to an additional amendment to the DIP Financing to revise the covenant related to the minimum Net Amount of Eligible Accounts. In this amendment, the DIP Lenders also waived all events of default regarding this covenant that occurred prior to the date of the amendment.

On April 26, 2000, the Company and the DIP Lenders agreed to an additional amendment to the DIP Financing to permit the Company to seek an extension to file its plan of reorganization through June 15, 2000 and to permit sales of surplus personal property.

Under the Bankruptcy Code, actions to collect pre-petition indebtedness against the Company are subject to an automatic stay and other contractual obligations against the Company may not be enforced. The automatic stay does not necessarily apply to certain actions against Ventas for which the Company has agreed to indemnify Ventas in connection with the Spin-off. In addition, the Company may assume or reject executory contracts, including lease obligations, under the Bankruptcy Code. Parties affected by these rejections may file claims with the Bankruptcy Court in accordance with the reorganization process.

As previously disclosed, the Company is developing a plan of reorganization through negotiations with key parties including its Senior Lenders, the holders of the 1998 Notes, Ventas and the DOJ, acting on behalf of HCFA and HHS. A substantial portion of pre-petition liabilities are subject to settlement under the plan of reorganization to be submitted by the Company.

The plan of reorganization must be voted upon by the impaired creditors of the Company and approved by the Bankruptcy Court. There can be no assurance that the plan of reorganization to be proposed by the Company will be approved by the requisite holders of claims, confirmed by the Bankruptcy Court or that it will be consummated. If the plan of reorganization is not accepted by the required number of impaired creditors and the Company's exclusive right to file and solicit acceptance of a plan of reorganization ends, any party in interest may subsequently file its own plan of reorganization for the Company. The Bankruptcy Court currently has extended the Company's exclusive right to submit a plan of reorganization through May 16, 2000.

On May 11, 2000, the Company filed a motion to extend the Company's exclusive right to submit a plan of reorganization through July 18, 2000. The hearing on this motion is scheduled for May 31, 2000. The Company has requested an interim order from the Bankruptcy Court to maintain the Company's exclusive right to file a plan of reorganization until the motion is decided.

Liquidity (Continued)

In support of its motion, the Company informed the Bankruptcy Court that it has continued to make progress in its reorganization proceedings. In addition, the motion notes that the Company has reached an understanding with certain of the Senior Lenders, certain holders of the 1998 Notes and the advisors to the official committee of unsecured creditors regarding the broad terms of a plan of reorganization. The Company also has continued to engage in discussions with Ventas to obtain its support for a consensual plan of reorganization and is simultaneously pursuing alternatives based upon the possible outcome of those negotiations. The Company also informed the Bankruptcy Court that it has continued its conversations with the DOJ regarding a settlement of ongoing investigations and the negotiation of other agreements with the Company. In addition, the motion further notes that the Company has filed amended schedules of unsecured creditors and has made progress in reviewing and analyzing pre-petition claims against the Company.

A plan of reorganization must be confirmed by the Bankruptcy Court after certain findings required by the Bankruptcy Code are made by the Bankruptcy Court. The Bankruptcy Court may confirm a plan of reorganization notwithstanding the non-acceptance of the plan by an impaired class of creditors or equity holders if certain requirements of the Bankruptcy Code are satisfied. As previously announced, the Company has indicated that any plan of reorganization will result in the Company's common stock having little, if any, value.

The Company was informed on April 9, 1999 by HCFA that the Medicare program had made a demand for repayment of approximately $90 million of reimbursement overpayments by April 23, 1999. On April 21, 1999, the Company entered into the HCFA Agreement under which monthly payments of approximately $1.5 million commenced in May 1999. Beginning in December 1999, the balance of the overpayments bears interest at a statutory rate approximating 13.4%, resulting in a monthly payment of approximately $2.0 million through March 2004. If the Company is delinquent with two consecutive payments, the HCFA Agreement will be defaulted and all subsequent Medicare reimbursement payments to the Company may be withheld. Amounts due under the HCFA Agreement aggregate $75.3 million and have been classified as liabilities subject to compromise in the Company's condensed consolidated balance sheet at March 31, 2000. The Company has received Bankruptcy Court approval to continue to make the monthly payments under the HCFA Agreement during the pendency of the Chapter 11 Cases.

Liabilities Subject to Compromise

"Liabilities subject to compromise" refers to liabilities incurred prior to the commencement of the Chapter 11 Cases. These liabilities, consisting primarily of long-term debt, amounts due to third party payors and certain accounts payable and accrued liabilities, represent the Company's estimate of known or potential claims to be resolved in connection with the Chapter 11 Cases. Such claims remain subject to future adjustments based on assertions of additional claims, negotiations, actions of the Bankruptcy Court, further developments with respect to disputed claims, future rejection of executory contracts or unexpired leases, determination as to the value of any collateral securing claims, treatment under the plan of reorganization and other events. Payment terms for these amounts will be established in connection with the plan of reorganization.

The Company has received approval from the Bankruptcy Court to pay pre-petition and post-petition employee wages, salaries, benefits and other employee obligations. The Bankruptcy Court also approved orders granting authority, among other things, to pay pre-petition claims of certain critical vendors, utilities and patient obligations. All other pre-petition liabilities are classified in the condensed consolidated balance sheet as liabilities subject to compromise.

Substantially all of the liabilities subject to compromise would have been classified as current liabilities if the Chapter 11 Cases had not been filed.

Liquidity (Continued)

Cash Flows

Since the filing of the Chapter 11 Cases, cash flows from operations have allowed the Company to fund post-petition obligations, sustain adequate liquidity levels and minimize borrowings under the DIP Financing. Cash flows from operations before reorganization costs totaled $45 million in the first quarter of 2000 compared to $37 million in the first three months of 1999. Prior period cash flows were reduced by $12 million in connection with the settlement of certain litigation. There can be no assurance, however, that the Company can maintain its current liquidity levels during the pendency of the Chapter 11 Cases.

In January 2000, the Company filed its hospital cost reports for the year ended August 31, 1999. Cost reports are filed annually in settlement of amounts due to or from the various agencies administering the reimbursement programs. These cost reports indicated amounts due from the Company aggregating $58 million. This liability arose during 1999 as part of the Company's routine settlement of Medicare reimbursement overpayments. Such amounts are classified as liabilities subject to compromise in the condensed consolidated balance sheet and, accordingly, no funds were disbursed by the Company in settlement of such pre-petition liabilities.

Capital Resources

Capital expenditures totaled $8 million and $24 million in the first three months of 2000 and 1999, respectively. Capital expenditures could approximate $100 million in 2000. Management believes that its capital expenditure program is adequate to improve and equip existing facilities.

Capital expenditures in both periods were financed through internally generated funds. At March 31, 2000, the estimated cost to complete and equip construction in progress approximated $16 million. There can be no assurance that the Company will have sufficient resources to finance its capital expenditures program in 2000.

Other Information

The Company is a party to certain material litigation. See Note 10 of the Notes to Condensed Consolidated Financial Statements.

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

Condensed Consolidated Statement of Operations
(Unaudited)
(In thousands, except per share amounts)

	(Restated)				
	1999 Quarters				
	First	Second	Third	Fourth	Year
Revenues..............................	$700,232	$688,892	$681,924	$ 594,593	$2,665,
Salaries, wages and benefits..........	403,894	392,748	393,535	376,050	1,566,
Supplies..............................	84,997	85,799	81,484	95,509	347,
Rent..................................	75,452	76,088	77,423	76,157	305,
Other operating expenses..............	112,561	134,743	122,502	594,607	964,

Depreciation and amortization..........	22,285	21,612	24,126	25,173	93,
Interest expense.......................	19,536	20,032	26,030	14,844	80,
Investment income......................	(631)	(642)	(673)	(3,242)	(5,
	718,094	730,380	724,427	1,179,098	3,351,
Loss before reorganization costs and income taxes....................	(17,862)	(41,488)	(42,503)	(584,505)	(686,
Reorganization costs..................	2,312	4,547	5,443	6,304	18,
Loss before income taxes...............	(20,174)	(46,035)	(47,946)	(590,809)	(704,
Provision for income taxes.............	50	50	50	350	
Loss from operations..................	(20,224)	(46,085)	(47,996)	(591,159)	(705,
Cumulative effect of change in accounting for start-up costs.......	(8,923)	-	-	-	(8,
Net loss.....................	(29,147)	(46,085)	(47,996)	(591,159)	(714,
Preferred stock dividend requirements........................	(261)	(262)	(261)	(262)	(1,
Loss to common stockholders..............	$(29,408)	$(46,347)	$(48,257)	$ (591,421)	$ (715,
Loss per common share:					
Basic:					
Loss from operations............	$ (0.29)	$ (0.66)	$ (0.69)	$ (8.39)	$ (10
Cumulative effect of change in accounting for start-up costs..	(0.13)	-	-	-	(0
Net loss....................	$ (0.42)	$ (0.66)	$ (0.69)	$ (8.39)	$ (10
Diluted:					
Loss from operations............	$ (0.29)	$ (0.66)	$ (0.69)	$ (8.39)	$ (10
Cumulative effect of change in accounting for start-up costs..	(0.13)	-	-	-	(0
Net loss....................	$ (0.42)	$ (0.66)	$ (0.69)	$ (8.39)	$ (10
Shares used in computing loss per common share:					
Basic...........................	70,326	70,395	70,438	70,463	70,
Diluted.........................	70,326	70,395	70,438	70,463	70,

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

Operating Data
(Unaudited)
(In thousands)

	1999 Quarters				
	First	Second	Third	Fourth	Year

Revenues:					
Health services division:					
Nursing centers................	$398,374	$397,930	$399,907	$ 398,033	$1,594,244
Rehabilitation services........	54,365	50,234	46,088	45,044	195,731
Other ancillary services.......	16,263	12,855	10,477	3,932	43,527
Elimination....................	(34,205)	(34,564)	(31,770)	(27,728)	(128,267)
	434,797	426,455	424,702	419,281	1,705,235
Hospital division:					
Hospitals......................	238,522	234,868	230,682	146,476	850,548
Pharmacy.......................	43,246	42,951	40,707	44,589	171,493
	281,768	277,819	271,389	191,065	1,022,041
	716,565	704,274	696,091	610,346	2,727,276
Elimination of pharmacy charges to Company nursing centers....	(16,333)	(15,382)	(14,167)	(15,753)	(61,635)
	$700,232	$688,892	$681,924	$ 594,593	$2,665,641
Income (loss) from operations (restated):					
Operating income (loss):					
Health services division:					
Nursing centers.............	$ 54,963	$ 55,027	$ 51,722	$ 7,416	$ 169,128
Rehabilitation services.....	6,847	8,311	5,191	(17,458)	2,891
Other ancillary services....	3,596	1,035	1,333	(1,798)	4,166
	65,406	64,373	58,246	(11,840)	176,185
Hospital division:					
Hospitals...................	57,198	58,443	52,871	(36,462)	132,050
Pharmacy....................	3,951	3,289	585	(7,483)	342
	61,149	61,732	53,456	(43,945)	132,392
Corporate overhead............	(27,775)	(29,676)	(27,299)	(24,197)	(108,947)
Unusual transactions..........	-	(20,827)	-	(391,591)	(412,418)
Reorganization costs..........	(2,312)	(4,547)	(5,443)	(6,304)	(18,606)
Operating income (loss)....	96,468	71,055	78,960	(477,877)	(231,394)
Rent...........................	(75,452)	(76,088)	(77,423)	(76,157)	(305,120)
Depreciation and amortization....	(22,285)	(21,612)	(24,126)	(25,173)	(93,196)
Interest, net..................	(18,905)	(19,390)	(25,357)	(11,602)	(75,254)
Loss before income taxes.........	(20,174)	(46,035)	(47,946)	(590,809)	(704,964)
Provision for income taxes.......	50	50	50	350	500
	$(20,224)	$(46,085)	$(47,996)	$(591,159)	$ (705,464)

Operating Data (Continued)
(Unaudited)

	1999 Quarters					First Quarte
	First	Second	Third	Fourth	Year	2000
Nursing Center Data:						
End of period data:						
Number of nursing centers:						
Leased and owned.........	280	280	280	282		2
Managed..................	13	13	13	13		
	293	293	293	295		3
Number of licensed beds:						
Leased and owned.........	36,924	36,726	36,675	36,912		36,6
Managed..................	1,661	1,661	1,661	1,661		4,2
	38,585	38,387	38,336	38,573		40,9
Revenue mix %:						
Medicare.....................	28	27	24	26	26	
Medicaid.....................	47	48	51	50	49	
Private and other............	25	25	25	24	25	
Patient days (excludes managed facilities):						
Medicare.....................	380,748	366,272	339,303	349,965	1,436,288	398,3
Medicaid.....................	1,867,554	1,911,111	1,967,721	1,972,577	7,718,963	1,918,7
Private and other............	633,137	623,665	626,903	617,483	2,501,188	590,6
	2,881,439	2,901,048	2,933,927	2,940,025	11,656,439	2,907,6
Hospital Data:						
End of period data:						
Number of hospitals..........	57	56	56	56		
Number of licensed beds......	4,937	4,935	4,907	4,931		4,9
Revenue mix %:						
Medicare.....................	59	56	55	65	58	
Medicaid.....................	10	10	11	11	11	
Private and other............	31	34	34	24	31	
Patient days:						
Medicare.....................	175,953	171,011	159,739	163,273	669,976	188,0
Medicaid.....................	29,939	29,675	30,674	29,561	119,849	31,9
Private and other............	49,924	49,165	47,756	45,631	192,476	51,7
	255,816	249,851	238,169	238,465	982,301	271,7

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ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company's only significant exposure to market risk is changes in the levels of various interest rates. In this regard, changes in LIBOR interest rates affect the interest paid on its borrowings. In addition, the interest rates on the DIP Financing are affected by changes in the Federal Funds rate and the prime rate of Morgan Guaranty Trust Company of New York. To mitigate the impact of fluctuations in these interest rates, the Company generally maintains a significant portion of its borrowings as fixed rate in nature either by borrowing on a fixed rate long-term basis or entering into interest rate swap transactions.

As previously discussed, the Company filed the Chapter 11 Cases on September 13, 1999. Accordingly, all amounts disclosed in the table below are subject to compromise in connection with the Chapter 11 Cases. While the fair values of the Company's debt obligations declined significantly as a result of the Chapter 11 Cases, such amounts do not reflect any adjustments that might result from the resolutions of the Chapter 11 Cases or other matters discussed herein.

Under the Bankruptcy Code, actions to collect pre-petition indebtedness against the Company are subject to an automatic stay and other contractual obligations against the Company may not be enforced. In addition, the Company may assume or reject executory contracts under the Bankruptcy Code.

The following table provides information about the Company's financial instruments that are sensitive to changes in interest rates. The table constitutes a forward-looking statement. For long-term debt, the table presents principal cash flows and related weighted average interest rates by expected maturity date. For interest rate swap agreements, the table presents notional amounts and weighted average interest rates by contractual maturity dates. Notional amounts are used to calculate the contractual cash flows to be exchanged under the contract.

Interest Rate Sensitivity
Principal (Notional) Amount by Expected Maturity
Average Interest (Swap) Rate
(Dollars in thousands)

	Expected Maturities					
	2000	2001	2002	2003	2004	Thereafter
Liabilities:						
Long-term debt, including amounts due within one year:						
Fixed rate.....................	$ 17,262	$18,164	$ 19,910	$21,663	$ 689	$303,882
Average interest rate..........	11.50%	11.50%	11.50%	11.50%	9.50%	9.50
Variable rate..................	$ 28,753	$76,974	$129,425	$57,500	$216,491	$ -
(a) Average interest rate						
Interest rate derivative financial instruments related to debt:						
Interest rate swaps:						
Pay fixed/receive variable.....	$100,000					
Average pay rate...............	6.3%					
(b) Average receive rate						

(a) Interest is payable, depending on the debt instrument, certain leverage ratios and other factors, at a rate of LIBOR plus 3/4% to 3 1/2% or the prime rate plus 2% to 3 1/2%.
(b) The variable rate portion of the interest rate swap is 3-month LIBOR.

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 thereunto duly authorized.

KINDRED HEALTHCARE, INC.

Date: August 29, 2001

/s/ EDWARD L. KUNTZ

Edward L. Kuntz
Chairman of the Board, Chief
Executive Officer and President

Date: August 29, 2001

/s/ RICHARD A. SCHWEINHART

Richard A. Schweinhart
Senior Vice President and Chief
Financial Officer (Principal
Financial Officer)