UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

For the Fiscal Year Ended

December 31, 2007

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

Commission File Number: 1-14106

DAVITA INC.

601 Hawaii Street
El Segundo, California 90245
Telephone number (310) 536-2400

Delaware	**51-0354549**
(State of incorporation)	**(I.R.S. Employer Identification No.)**

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

Class of Security:	**Registered on:**
Common Stock, $0.001 par value	New York Stock Exchange
Common Stock Purchase Rights	New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

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

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

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

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

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

As of June 30, 2007, the number of shares of the Registrant's common stock outstanding was approximately 105.6 million shares and the aggregate market value of the common stock outstanding held by non-affiliates based upon the closing price of these shares on the New York Stock Exchange was approximately $5.7 billion.

As of February 1, 2008, the number of shares of the Registrant's common stock outstanding was approximately 107.4 million shares and the aggregate market value of the common stock outstanding held by non-affiliates based upon the closing price of these shares on the New York Stock Exchange was approximately $5.8 billion.

Documents incorporated by reference

Portions of the Registrant's proxy statement for its 2008 annual meeting of stockholders are incorporated by reference in Part III of this Form 10-K.

PART I

Item 1. Business

We were incorporated as a Delaware corporation in 1994. Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to section 13(a) or 15(d) of the Exchange Act are made available free of charge through our website, located at http://www.davita.com, as soon as reasonably practicable after the reports are filed with or furnished to the Securities and Exchange Commission, or SEC. The SEC also maintains a website at http://www.sec.gov where these reports and other information about us can be obtained. The contents of our website are not incorporated by reference into this report.

Overview

DaVita is a leading provider of dialysis services in the United States for patients suffering from chronic kidney failure, also known as end stage renal disease, or ESRD. As of December 31, 2007, we operated or provided administrative services to 1,359 outpatient dialysis centers located in 43 states and the District of Columbia, serving approximately 107,000 patients. We also provide acute inpatient dialysis services in approximately 700 hospitals and related laboratory services. Dialysis and dialysis related services account for approximately 97% of total net revenues. All other ancillary services and strategic initiatives, which currently account for approximately 3% of our consolidated revenues, relate primarily to our core business of providing renal care services.

The dialysis industry

The loss of kidney function is normally irreversible. ESRD is the stage of advanced kidney impairment that requires continued dialysis treatments or a kidney transplant to sustain life. Dialysis is the removal of toxins, fluids and salt from the blood of ESRD patients by artificial means. Patients suffering from ESRD generally require dialysis at least three times per week for the rest of their lives.

Since 1972, the federal government has provided universal payment coverage for dialysis treatments under the Medicare ESRD program regardless of age or financial circumstances. Under this system, Congress establishes Medicare rates for dialysis treatments, related supplies, tests and medications. Approximately 87% of our total patients are under government-based programs, with approximately 80% of our patients under Medicare and Medicare-assigned HMO plans.

ESRD patient base

There are more than 340,000 ESRD dialysis patients in the United States. The recent historical compound annual growth rate in the number of ESRD dialysis patients has been approximately 3%-4%. The growth rate is attributable to the aging of the population, increased incidence rates for diseases that cause kidney failure such as diabetes and hypertension, lower mortality rates for dialysis patients and growth rates of minority populations with higher than average incidence rates of ESRD.

Treatment options for ESRD

Treatment options for ESRD are dialysis and kidney transplantation.

Dialysis Options

- *Hemodialysis*

Hemodialysis, the most common form of ESRD treatment, is usually performed in outpatient dialysis centers. It may also be done while a patient is at home or while hospitalized. The hemodialysis machine uses an artificial kidney, called a dialyzer, to remove toxins, fluids and salt from the patient's blood. The dialysis process

occurs across a semi-permeable membrane that divides the dialyzer into two distinct chambers. While blood is circulated through one chamber, a pre-mixed fluid is circulated through the other chamber. The toxins, salt and excess fluids from the blood cross the membrane into the fluid, allowing cleansed blood to return into the patient's body. Each hemodialysis treatment typically lasts approximately three and one-half hours. Hemodialysis is usually performed three times per week.

Certain ESRD patients may perform home-based hemodialysis in their home or residence through the use of a hemodialysis machine designed for home therapy. Patients receive training, support and monitoring from registered nurses, in some cases in our outpatient dialysis centers, in order to perform their treatments. Home-based hemodialysis is typically performed with greater frequency than in-center dialysis treatments and on varying schedules.

Hospital inpatient hemodialysis services are required for patients with acute kidney failure resulting from trauma, patients in early stages of ESRD and ESRD patients who require hospitalization for other reasons. Hospital inpatient hemodialysis is generally performed at the patient's bedside or in a dedicated treatment room in the hospital.

- *Peritoneal dialysis*

Peritoneal dialysis uses the patient's peritoneal, or abdominal, cavity to eliminate fluid and toxins. The most common methods of peritoneal dialysis are continuous ambulatory peritoneal dialysis, or CAPD, and continuous cycling peritoneal dialysis, or CCPD. A patient generally performs peritoneal dialysis at home. Because it does not involve going to a center three times a week for treatment, peritoneal dialysis is an alternative to hemodialysis for patients who desire more freedom in their lifestyle. However, peritoneal dialysis is not a suitable method of treatment for many patients, including patients who are unable to perform the necessary procedures and those at greater risk of peritoneal infection.

CAPD introduces dialysis solution into the patient's peritoneal cavity through a surgically placed catheter. Toxins in the blood continuously cross the peritoneal membrane into the dialysis solution. After several hours, the patient drains the used dialysis solution and replaces it with fresh solution. This procedure is usually repeated four times per day.

CCPD is performed in a manner similar to CAPD, but uses a mechanical device to cycle dialysis solution through the patient's peritoneal cavity while the patient is sleeping or at rest.

- *Transplantation*

Although transplantation, when successful, is generally the most desirable form of therapeutic intervention, the shortage of suitable donors, side effects of immunosuppressive pharmaceuticals given to transplant recipients and dangers associated with transplant surgery for some patient populations limit the use of this treatment option.

Services we provide

Dialysis Services

Outpatient dialysis services

As of December 31, 2007, we operated or provided administrative services to 1,359 outpatient dialysis centers in the United States that are designed specifically for outpatient hemodialysis. In 2007, we added a net total of 59 centers as a result of acquisitions and the opening of new centers, net of center closures. Throughout our network of outpatient dialysis centers, we also provide training, supplies and on-call support services to our peritoneal dialysis patients. With the introduction of smaller, easier to use and portable technologies, we are also providing certain patients the option of home-based hemodialysis, as described above.

As required by law, we contract with a nephrologist or a group of affiliated nephrologists to provide medical director services at each of our centers. In addition, other nephrologists may apply for practice privileges to treat their patients at our centers. Each center has an administrator, typically a registered nurse, who supervises the day-to-day operations of the center and its staff. The staff of each center typically consists of registered nurses, licensed practical or vocational nurses, patient care technicians, a social worker, a registered dietician, biomedical technician support and other administrative and support personnel.

Many of our outpatient dialysis centers offer services for home dialysis patients, primarily CAPD and CCPD. Home dialysis services consist of providing equipment and supplies, training, patient monitoring and follow-up assistance to patients who prefer and are able to receive peritoneal dialysis or home-based hemodialysis treatments in their homes. Registered nurses train patients and their families or other caregivers to perform either peritoneal dialysis or hemodialysis at home.

Under Medicare regulations, we cannot promote, develop or maintain any kind of contractual relationship with our patients which would directly or indirectly obligate a patient to use or continue to use our services, or which would give us any preferential rights other than those related to collecting payments for our services. Total patient turnover averages more than 30% per year. However, the overall number of patients that we treat increased by approximately 4% as of December 31, 2007 compared to December 31, 2006.

Hospital inpatient dialysis services

We provide hospital inpatient dialysis services, excluding physician services, to patients in approximately 700 hospitals. We render these services for a contracted per-treatment fee that is individually negotiated with each hospital. When a hospital requests our services, we typically administer the dialysis treatment at the patient's bedside or in a dedicated treatment room in the hospital. Hospital inpatient dialysis services are required for patients with acute kidney failure resulting from trauma, patients in the early stages of ESRD and ESRD patients who require hospitalization for other reasons. In 2007, hospital inpatient dialysis services accounted for approximately 5% of our total dialysis treatments.

ESRD laboratory services

We own two separately incorporated, licensed, clinical laboratories, both located in Florida, specializing in ESRD patient testing. These specialized laboratories provide routine laboratory tests covered by the Medicare composite payment rate for dialysis and other physician-prescribed laboratory tests for ESRD patients. Our laboratories provide these tests predominantly for our own ESRD patients throughout the United States. These tests are performed to monitor a patient's ESRD condition, including the adequacy of dialysis, as well as other diseases a patient may have. Our laboratories utilize information systems which provide information to our dialysis centers regarding critical outcome indicators.

Ancillary services and strategic initiatives

Ancillary services and strategic initiatives, which currently account for approximately 3% of our total revenues, consist of the following:

- *Infusion Therapy Services.* HomeChoice Partners provides personalized infusion therapy services to patients in their own homes as a cost-effective alternative to inpatient hospitalization. Intravenous and nutritional support therapies are typically managed by registered and/or board-certified professionals including pharmacist, nurses and dieticians in collaboration with the patient's physician in support of the patient's ongoing healthcare needs. Revenues are recognized in the period when infusion therapy services are provided.

- *Pharmacy.* DaVita Rx is a pharmacy that provides oral medications to DaVita's patients with chronic kidney disease, or CKD, and patients with ESRD. The main objectives of the pharmacy are to improve clinical outcomes, patient compliance and to provide our patients a convenient way to fill their prescription needs. Revenues are recognized as prescriptions are filled and shipped to patients.

- *Vascular access services.* RMS Lifeline provides management and administrative services to physician-owned vascular access clinics that provide surgical and interventional radiology services for dialysis patients. Management fees generated from these services are included in management fee income and are recognized as earned typically based on a percentage of revenues or cash collections generated by the clinics.

- *Disease management services and Special Needs Plans.* Village Health provides advanced care management services to health plans and government agencies for employees/members diagnosed with CKD or ESRD. Through a combination of clinical coordination, medical claims analysis and information technology, we endeavor to assist our customers and patients in obtaining superior renal health care and improved clinical outcomes, as well as helping to reduce overall medical costs. Revenues are typically based upon an established contract fee and are recognized as earned over the contract period and can include additional fees for cost savings recognized by certain customers. Village Health also offers full service health care plans for ESRD and CKD patients. The health care business is part of a Medicare Advantage Special Needs Plan that works with the Centers for Medicare and Medicaid Services, or CMS, to provide ESRD patients full service health care. Revenues are recognized as earned and are based on capitated rates as determined by CMS for each patient enrolled in the plan.

- *ESRD clinical research programs.* DaVita Clinical Research conducts research trials with dialysis patients and provides administrative support for research conducted by DaVita-affiliated nephrology practices. Revenues are based upon an established fee per study, as determined by contract with drug companies and other sponsors and are recognized as earned according to the contract terms.

- *Management fee income.* We currently operate or provide management and administrative services to 23 outpatient dialysis centers, in which we either own a noncontrolling interest, or are wholly-owned by third parties, under management services agreements. Management fees are established by contract and are recognized as earned typically based on a percentage of revenues or cash collections generated by the centers.

Quality care

We believe our reputation for providing quality care is a key factor in attracting patients and physicians and in securing contracts with healthcare plans. We engage in organized and systematic efforts through our quality management programs to monitor and improve the quality of services we deliver. These efforts include the development and implementation of patient care policies and procedures, clinical education and training programs, education and mentoring related to our clinical guidelines and protocols and audits of the quality of services rendered at each of our centers.

DaVita employs over 140 clinical service specialists. The primary focus of this group is assuring and facilitating processes that ensure superior clinical outcomes at our facilities. The Physician Council serves as an advisory body to senior DaVita management. The council is composed of 17 physicians with extensive experience in clinical practice. It represents both private and academic centers. The Physician Council advises on clinical priorities and reviews policies and procedures affecting patient care. The Physician Laboratory Advisory Committee, or PLAC, composed of 10 physicians provides physician input and oversight in the operations of DaVita's laboratory facilities. The DaVita Quality Council, consisting of the senior directors of clinical service as well as representatives of operations and the office of the Chief Medical Officer, coordinates certain clinical activities and integrates input from the physician and the PLACs into clinical practice.

Sources of revenue—concentrations and risks

Our dialysis revenue represents 97% of our total net operating revenues with the balance of our revenues from ancillary services and strategic initiatives. Dialysis revenue is derived from dialysis and dialysis-related services, which includes the administration of pharmaceuticals and related laboratory services.

The sources of our dialysis revenue are government-based programs, including Medicare, Medicaid and Medicare-assigned HMO plans, commercial payors, which consist principally of commercial insurance plans, and direct payments from patients established by single patient agreements with patients not covered by other contracts.

The following table summarizes our dialysis revenue and patient percentages by payor type for the year ended December 31, 2007:

	Revenues	Patient Percentages
Medicare and Medicare-assigned HMO plans	58%	80%
Medicaid	4%	5%
Other government-based programs	2%	2%
Total government-based programs	64%	87%
Commercial	36%	13%
Total dialysis revenue	100%	100%

The following table summarizes our dialysis revenue by source for the year ended December 31, 2007:

	Revenue Percentages
Outpatient hemodialysis centers	82%
Peritoneal dialysis and home-based hemodialysis	9%
Hospital inpatient hemodialysis	6%
Laboratory services	3%
Total dialysis revenue	100%

Medicare revenue

Under the Medicare ESRD program, payment rates for dialysis are established by Congress. The Medicare composite rate set by CMS, pays freestanding dialysis facilities for services provided to Medicare beneficiaries under two methods: (1) the composite payment which includes a base payment, adjusted for case-mix and geography, which has no statutory inflation adjustment mechanism, and a drug add-on payment, which is updated annually to account for changes in drug prices and utilization and (2) separately billable drug reimbursement. Thus, facilities receive a composite payment rate per treatment to cover routine dialysis services, certain pharmaceuticals, routine lab work, and other supplies, as well as a separate payment for pharmaceuticals that are not included in the composite payment rate. The Medicare composite rate is subject to regional differences based upon several factors, including differences in wage levels and is subject to a case mix adjustment methodology designed to link payments more closely with illness severity. We are paid separately for other services and pharmaceuticals, including Epogen®, or EPO, vitamin D analogs and iron supplements. Pharmaceuticals are generally paid at average sale price, or ASP, plus 6% based upon prices set by Medicare. The Medicare payment rates, including separately billable drugs, are not sufficient to cover the average cost of providing a dialysis treatment.

ESRD patients receiving dialysis become eligible for primary Medicare coverage at various times, depending on their age or disability status, as well as whether they are covered by an employer group health plan.

Generally, for a patient not covered by an employer group health plan, Medicare becomes the primary payor either immediately or after a three-month waiting period. For a patient covered by an employer group health plan, Medicare generally becomes the primary payor after 33 months or earlier if the patient's employer group health plan coverage terminates. When Medicare becomes the primary payor, the payment rate we receive for that patient shifts from the employer group health plan rate to the Medicare payment rate.

For each covered treatment, Medicare pays 80% of the amount set by the Medicare system. The patient is responsible for the remaining 20%. In most cases, a secondary payor, such as Medicare supplemental insurance, a state Medicaid program or a commercial health plan, covers all or part of these balances. Some patients, who do not qualify for Medicaid but otherwise cannot afford secondary insurance, can apply for premium payment assistance from charitable organizations through a program offered by the American Kidney Fund. We and other dialysis providers support the American Kidney Fund and similar programs through voluntary contributions. If a patient does not have secondary insurance coverage, we are generally unsuccessful in our efforts to collect from the patient the 20% portion of the ESRD composite rate that Medicare does not pay.

The Medicare composite payment rates set by Congress for dialysis treatments that were in effect for 2007 were between $149 and $165 per treatment, with an average rate of $157 per treatment. Unlike Medicare payment rates for most other medical services, Medicare composite payment rates for dialysis have not been routinely increased to compensate for the impact of inflation, which negatively impacts our margins as patient care costs continue to rise. Congress and CMS have addressed the impact of inflation more consistently since 2000, with increases of 1.2% in 2000, 2.4% in 2001, 1.6% in each of 2005 and 2006, and a 1.6% increase that was effective on April 1, 2007.

We participate in two Medicare demonstration programs through a contract with CMS—an ESRD demonstration project and a CKD demonstration project. The ESRD demonstration project is for four years and became effective January 2006. The CKD project is a three year program and became effective November 2005. Under the ESRD demonstration project, our revenue is capitated for all medical services required by enrollees in the program. We are at risk for all medical costs of the program in excess of the capitation payments. Under the CKD demonstration project, we are paid a management fee for program enrollees. Management fee revenues are subject to retraction if medical cost savings targets are not met.

Medicaid revenue

Medicaid programs are state-administered programs partially funded by the federal government. These programs are intended to provide health coverage for patients whose income and assets fall below state-defined levels and who are otherwise uninsured. These programs also serve as supplemental insurance programs for co-insurance payments due from Medicaid-eligible patients with primary coverage under Medicare. Some Medicaid programs also pay for additional services, including some oral medications that are not covered by Medicare. We are an authorized Medicaid provider in the states in which we conduct our business.

Commercial revenues

Before Medicare becomes the primary payor, a patient's employer group health plan or private insurance plan, if any, is responsible for payment. Although commercial payment rates vary significantly, average commercial payment rates are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profits. Commercial payment rates are the result of negotiations between us, insurers, third-party administrators, and occasionally, individuals. We are continuously in the process of negotiating agreements with our commercial payors and if our negotiations result in overall commercial rate reductions in excess of our commercial rate increases, our revenues and operating results could

be negatively impacted. Payment methods include a single lump-sum per treatment, referred to as standardized, or bundled, rates and separate payments for treatments and pharmaceuticals, if used as part of the treatment, referred to as unbundled rates.

Our commercial payors consist principally of commercial insurance plans, including more than 1,100 with whom we have contracted rates. Approximately 36% of our dialysis revenue is associated with commercial payors for the year ended December 31, 2007. Approximately 1% of our dialysis services and related dialysis services payments are received directly from patients. No single commercial payor accounted for more than 5% of total dialysis revenue for the year ended December 31, 2007.

Revenue from EPO and other pharmaceuticals

Slightly more than 30% of our total dialysis revenue for the year ended December 31, 2007 is associated with the administration of physician-prescribed pharmaceuticals that improve clinical outcomes when included with the dialysis treatment. These pharmaceuticals include EPO, vitamin D analogs and iron supplements.

EPO is a genetically engineered form of a naturally occurring protein that stimulates the production of red blood cells. EPO is used in connection with all forms of dialysis to treat anemia, a medical complication most ESRD patients experience. The administration of EPO, which is separately billable under the Medicare payment program, accounted for slightly more than 20% of our dialysis revenue for the year ended December 31, 2007. Changes in the levels of physician-prescribed EPO and commercial and government payment rates related to EPO can significantly influence our revenues and operating earnings.

CMS issued a payment coverage policy for EPO, which became effective April 1, 2006, and was subsequently revised effective October 1, 2006. This policy limited payments based on EPO doses for certain patients. Further, effective July 1, 2007, CMS implemented a new reimbursement methodology for EPO. CMS combined the ASP's, as reported by drug manufacturers, for EPO and a similar pharmaceutical to establish one reimbursement payment rate for EPO. This methodology change, along with a reduction in the ASP's as reported by the drug manufacturers, resulted in an overall decrease to the EPO reimbursement payment rate by CMS. In addition, effective January 1, 2008, CMS changed the way EPO is billed from a total monthly dosage to the line-item date-of-service approach used for other separately billable drugs.

Furthermore, EPO is produced by a single manufacturer, Amgen, and any interruption of supply or product cost increases could adversely affect our operations. We have entered into an agreement with Amgen that provides for EPO pricing for a fixed time period that includes potential discounts depending upon the achievement of certain criteria. Our agreement with Amgen also provides for specific rebates, which are based on a variety of factors including process improvement, data submission and some combination of these factors.

Amgen has also developed and obtained U.S. Food and Drug Administration, or FDA, approval for Aranesp®, that may replace EPO or reduce its use with dialysis patients. In addition, Roche has developed and obtained FDA approval for Mircera®, a pharmaceutical also used to treat anemia. Unlike EPO, which is generally administered in conjunction with each dialysis treatment, Aranesp® and Mircera® can be administered less frequently. A significant increase in the development and use of these or similar alternatives to EPO, or a change in administration practices, could have a material impact on revenues, earnings and cash flows.

Since late 2006, there has been significant media discussion and government scrutiny regarding anemia management practices for ESRD patients in the United States, largely in response to recent clinical studies identifying risks in certain patient populations related to the utilization of EPO and similar pharmaceuticals. As a result, the FDA required warning labels for EPO and Aranesp, congressional hearings were held and legislation regarding utilization and reimbursement was proposed. Although we believe our anemia management practices have been compliant with existing laws and regulations, as a result of the current high level of scrutiny and

controversy, we may be subject to increased inquiries from a variety of governmental bodies, as well as additional changes by CMS to its EPO reimbursement policies. For example, changes to the existing EPO monitoring policy went into effect in January 2008 which further limit reimbursement and which have impacted the prescribing habits of our physicians. Commercial payers have also increased scrutiny of their own administration policies for the reimbursement of EPO.

Physician relationships

An ESRD patient generally seeks treatment at an outpatient dialysis center near his or her home and at which his or her treating nephrologist has practice privileges. Our relationships with local nephrologists and our ability to meet their needs and the needs of their patients are key factors in the success of a dialysis center. Over 3,000 nephrologists currently refer patients to our centers. As is typical in the dialysis industry, one or a few physicians, including the center's medical director, usually account for all or a significant portion of a dialysis center's patient referral base. Our medical directors provide a substantial portion of our patient referrals. If a significant number of physicians were to cease referring patients to our dialysis centers, our business could be adversely affected.

Participation in the Medicare ESRD program requires that treatment at an outpatient dialysis center be under the general supervision of a medical director who is a physician. We have engaged physicians or groups of physicians to serve as medical directors for each of our centers. At some centers, we also separately contract with one or more physicians to serve as assistant or associate medical directors or to direct specific programs, such as home dialysis training programs. We have contracts with approximately 1,080 individual physicians and physician groups to provide medical director services.

Medical directors enter into written contracts with us that specify their duties and fix their compensation generally for periods of ten years. The compensation of our medical directors is the result of arm's length negotiations and generally depends upon an analysis of various factors such as the physician's duties, responsibilities, professional qualifications and experience, among others.

Our medical director agreements generally include covenants not to compete. Also, when we acquire a center from one or more physicians or where one or more physicians own interests in centers as co-owners with us, these physicians have agreed to refrain from owning interests in competing centers within a defined geographic area for various time periods. These agreements not to compete restrict the physicians from owning or providing medical director services to other dialysis centers, but do not prohibit the physicians from referring patients to any dialysis center, including competing centers. Many of these agreements not to compete expire at the same time as the corresponding medical director agreements, although some continue for a period of time beyond expiration. Occasionally we have experienced competition from a new dialysis center established by a former medical director following the termination of his or her relationship with us.

Government regulation

Our dialysis operations are subject to extensive federal, state and local governmental regulations. These regulations require us to meet various standards relating to, among other things, government payment programs, dialysis facilities and equipment, management of centers, personnel qualifications, maintenance of proper records and quality assurance programs and patient care.

Our dialysis centers are certified by CMS, as is required for the receipt of Medicare payments. In some states, our dialysis centers also are required to secure additional state licenses and permits. Governmental authorities, primarily state departments of health, periodically inspect our centers to determine if we satisfy applicable federal and state standards and requirements, including the conditions of participation in the Medicare ESRD program.

Because a significant number of dialysis patients are covered for treatment under government-based programs, our business could be adversely impacted by:

- Loss or suspension of federal certifications;
- Loss or suspension of licenses under the laws of any state or governmental authority from which we generate substantial revenues;
- Exclusion from government healthcare programs including Medicare and Medicaid;
- Significant reductions or lack of inflation-adjusted increases in payment rates or reduction of coverage for dialysis and ancillary services and related pharmaceuticals;
- Fines, damages and monetary penalties for anti-kickback law violations, Stark II violations, submission of false claims, civil or criminal liability based on violations of law or other failures to meet regulatory requirements;
- Claims for monetary damages from patients who believe their protected health information has been used or disclosed in violation of federal and state patient privacy laws;
- Government mandated practice changes that significantly increase operating expenses; or
- Refunds of payments received from government payors and government health care program beneficiaries because of any failures to meet applicable requirements.

To date, we have not experienced significant difficulty in maintaining our licenses or our Medicare and Medicaid authorizations. However, we have experienced delays in obtaining certifications from CMS. We expect that our industry will continue to be subject to significant government regulation and scrutiny, the scope and application of which are difficult to predict. This regulation and scrutiny could adversely impact us in a material way.

CMS continues to study the regulations applicable to Medicare certification to provide dialysis services. On February 4, 2005, CMS published a proposed rule that would revise the conditions of coverage for ESRD facilities. The revised requirements would, among other things, establish performance expectations for facilities, eliminate many procedural requirements and promote continuous quality improvement. CMS was expected to issue a final rule by February 5, 2008, but has announced that it is delaying the issuance. Accordingly, these proposals remain subject to revision in the rulemaking process and would not become effective until issued as final regulation. Although the new deadline for issuance of the rule is February 4, 2009, we do not know what changes may be made in a final rule or when a final rule might be published, and accordingly, we cannot predict what impact it might have on our operating results.

Federal anti-kickback statute

The "anti-kickback" statute contained in the Social Security Act imposes criminal and civil sanctions on persons who receive, make, offer or solicit payments in return for:

- The referral of a Medicare or Medicaid patient for treatment;
- The ordering or purchasing of items or services that are paid for in whole or in part by Medicare, Medicaid or similar federal and state programs; or
- Arranging for or recommending the ordering or purchasing of such items.

Federal criminal penalties for the violation of these laws include imprisonment, fines and exclusion of the provider from future participation in the Medicare and Medicaid programs. Violations of the anti-kickback statute are punishable by imprisonment for up to five years and fines of up to $25,000 or both. Under the U.S. Sentencing Guidelines, an individual may be fined up to $250,000 and an organization may be fined up to $500,000 upon conviction for an offense described in any federal statute. Individuals and entities convicted of violating the anti-kickback statute are subject to mandatory exclusion from participation in Medicare, Medicaid and other federal healthcare programs for a minimum of five years. Civil penalties for violation of these laws include up to $50,000 in monetary penalties per violation, repayments of up to three times the total payments between the parties and suspension from future participation in Medicare and Medicaid. Some state anti-kickback statutes also include criminal penalties. The federal statute expressly prohibits traditionally criminal

transactions, such as kickbacks, rebates or bribes for patient referrals. Court decisions have also held that the statute is violated whenever one of the purposes of remuneration is to induce referrals. If any of our practices were to be found to violate the anti-kickback statute, it could have a material adverse impact on our earnings and subject us to any of the penalties described above.

The Department of Health and Human Services regulations create exceptions or "safe harbors" for some business transactions and arrangements. Transactions and arrangements structured within these safe harbors do not violate the anti-kickback statute. A business transaction or arrangement must satisfy every element of a safe harbor to be protected by that safe harbor. Transactions and arrangements that do not satisfy all elements of a relevant safe harbor do not necessarily violate the statute, but are subject to greater scrutiny by enforcement agencies.

Some medical directors and other referring physicians may own our common stock. We believe that these interests materially satisfy the requirements of the safe harbor for investments in large publicly traded companies for the anti-kickback statute.

Our medical directors refer patients to our centers and these arrangements, by which we pay them for their medical director services, must be in compliance with the federal anti-kickback statute. Among the available safe harbors is one for personal services furnished for fair market value. However, most of our agreements with our medical directors do not satisfy all seven of the requirements of the personal services safe harbor. We believe that, because of the nature of our medical directors' duties, it is impossible to satisfy the anti-kickback safe-harbor requirement that if the services provided under the agreement are on a part-time basis, as they are with our medical directors, the agreement must specify the schedule of intervals of service, their precise length and the exact charge for such intervals. Accordingly, while we believe that our agreements with our medical directors satisfy as many of the elements of this safe harbor as we believe is reasonably possible, our arrangements do not qualify for safe harbor protection. We believe, however, that our agreements do not violate the federal anti-kickback statute. We also note that there is little guidance available as to what constitutes fair market value for medical director services.

We own a controlling interest in numerous dialysis related joint ventures, which represented approximately 15% of our dialysis revenue. In addition we also own a noncontrolling interest in several other dialysis related joint ventures. Our relationships with physicians and other referral sources relating to these joint ventures are required to comply with the anti-kickback statute. Although there is a safe harbor for certain investment interests in "small entities," it is not clear if any of our joint ventures satisfies all of the requirements for protection by this safe harbor. Under current law, physician joint ventures are not prohibited but instead require a case by case evaluation under the anti-kickback statute. We have structured our joint ventures to satisfy as many safe harbor requirements as we believe are reasonably possible and we believe that these investments are offered on a fair market value basis and provide returns to the physician investors only in proportion to their actual investment in the venture. Notwithstanding these efforts, since the arrangements do not satisfy all of the requirements for safe harbor protection, these arrangements could be challenged.

We lease space for approximately 390 of our centers from entities in which physicians hold ownership interests and we sublease space to referring physicians at approximately 160 of our dialysis centers. These arrangements must be in compliance with the anti-kickback statute. We believe that we meet the elements of the safe harbor for space rentals in all material respects.

Because we are purchasing and selling items and services in the operation of our centers that may be paid for, in whole or in part, by Medicare or a state healthcare program and because we acquire certain items and services at a discount, we must structure these arrangements in compliance with the federal anti-kickback statute. Subject to certain requirements and limitations, discounts representing reductions in the amounts we are charged for items or services based on arms-length transactions can qualify for safe harbor protection if we fully and accurately report the discounts in the applicable Medicare cost reports. While some of the safe harbor criteria are subject to interpretation, we believe that our vendor contracts with discount provisions do not violate the anti-kickback statute.

If any of our business transactions or arrangements including those described above were found to violate the federal "anti-kickback" statute, we could face criminal, civil and administrative sanctions, including possible exclusion from participation in Medicare, Medicaid and other state and federal healthcare programs.

Stark II

Another federal law (known as the "Stark Law") prohibits a physician who has a financial relationship, or who has an immediate family member who has a financial relationship, with entities (including hospitals) providing "designated health services", from referring Medicare patients to such entities for the furnishing of such services, with limited exceptions. Stark Law designated health services include equipment and supplies, home health services, outpatient prescription drugs, inpatient and outpatient hospital services and clinical laboratory services. The Stark Law also prohibits the entity receiving a prohibited referral from filing a claim or billing for the services arising out of the prohibited referral. The prohibition applies regardless of the reasons for the financial relationship and the referral; and therefore, unlike the federal anti-kickback statute, intent to violate the law is not required. Sanctions for violation of the Stark Law include denial of payment for the services provided in violation of the prohibition, refunds of amounts collected in violation, a civil penalty of up to $15,000 for each service arising out of the prohibited referral, exclusion from the federal healthcare programs, including Medicare and Medicaid and a civil penalty of up to $100,000 against parties that enter into a scheme to circumvent the Stark Law prohibition. Knowing violations of the Stark Law may also serve as the basis for liability under the False Claims Act. The types of financial arrangements between a physician and an entity that trigger the self-referral prohibitions of the Stark Law are broad and include ownership and investment interests and compensation arrangements.

CMS has adopted regulations under the Stark Law applicable to clinical laboratory services ("Stark I") and implementing the Stark Law's application to all designated health services (sometimes referred to as "Stark II" or the "Stark II Regulations"). The Stark II Regulations include additional guidance regarding CMS's interpretation of the Stark Law. CMS anticipates issuing additional regulations regarding Medicaid enforcement.

Under Stark II, "financial relationship" is defined as an ownership or investment interest in, or a compensation arrangement with, an entity providing designated health services and includes certain indirect financial relationships. We have entered into several types of financial relationships with referring physicians, including compensation arrangements. We believe that the compensation arrangements under our medical director agreements materially satisfy the personal services compensation arrangement exception to the Stark II prohibition. While we believe that compensation under our medical director agreements, which is the result of arm's length negotiations, results in fair market value payments for medical director services, an enforcement agency could potentially challenge the level of compensation that we pay our medical directors. Accordingly, we could in the future be required to change our practices, face criminal or civil penalties, pay substantial fines, return certain payments received from governmental payors and beneficiaries or otherwise experience a material adverse effect as a result of a challenge to these arrangements. For example, relationships with the medical directors of the centers we acquired from Gambro Healthcare, were reviewed in connection with the investigation of Gambro Healthcare by the United States Attorney's office for the Eastern District of Missouri that was resolved in December 2004 and may be subject to ongoing review by the Office of Inspector General, or OIG, under a corporate integrity agreement (see description on page 16).

Some of our dialysis centers are leased from entities in which referring physicians hold interests and we sublease space to referring physicians at some of our dialysis centers. The Stark law provides an exception for lease arrangements if specific requirements are met. We believe that our leases and subleases with referring physicians materially satisfy the requirements for this exception.

Some medical directors and other referring physicians may own our common stock. We believe that these interests materially satisfy the requirements of the safe harbor for investments in large publicly traded companies for the anti-kickback statute.

Some of our medical directors also own equity interests in entities that operate our dialysis centers. The Stark II exception applicable to physician ownership interests in entities to which they make referrals does not encompass the kinds of ownership arrangements that referring physicians hold in several of our subsidiaries that operate dialysis centers. Accordingly, it is possible that CMS could require us to restructure some of these arrangements or could seek to impose substantial fines or additional penalties on us, prohibit us from accepting referrals from those physician owners and/or force us to return certain amounts paid by CMS and program beneficiaries. We believe that the language and legislative history of Stark II and the Stark II regulations indicate that Congress did not intend to include dialysis services and the services and items provided incident to dialysis services as a part of designated health services. The final Stark II regulations exempt from the referral prohibition referrals for clinical laboratory services that are included in the ESRD composite rate. The final Stark II regulations also exempt EPO and certain other dialysis-related outpatient prescription drugs furnished in (or by, in the case of EPO) an ESRD facility. The Final Phase II regulations also confirmed that home dialysis supplies are not considered designated health services. Accordingly, referrals for composite rate laboratory tests, these dialysis related medications and home dialysis supplies do not violate the Stark II prohibition.

While the Stark II "designated health services" include inpatient and outpatient hospital services, our arrangements with hospitals for the provision of dialysis services to hospital inpatients and outpatients do not involve prohibited referrals to DaVita and do not create material indirect financial relationships between the hospitals and the physicians providing services for DaVita. This is because under the final Stark II regulations in situations involving such services furnished "under arrangements" it is the hospital, rather than DaVita, that is considered to be receiving referrals for furnishing and billing for the designated health services.

Because the Stark II regulations do not expressly address all of our operations, it is possible that CMS could interpret Stark II to apply to parts of our operations. Consequently, it is possible that CMS could determine that Stark II requires us to restructure existing compensation agreements with our medical directors and to repurchase or to request the sale of ownership interests in subsidiaries and partnerships held by referring physicians or, alternatively, to refuse to accept referrals for designated health services from these physicians. If CMS were to interpret Stark II to apply to aspects of our operations and we could not achieve compliance with Stark II, it would have a material adverse effect on our operations. We could be subject to monetary penalties and serious administrative sanctions for non-compliance and be forced not to accept referrals from important referral sources. While the rules and interpretations surrounding the Stark II and various state self-referral prohibitions are complicated and while refunds for billing errors may be necessary from time to time, we do not believe that we have presented or caused to be presented any claims for a designated health service furnished pursuant to prohibited referrals for which there was no applicable exception that would have a material adverse effect on us.

Fraud and abuse under state law

Many states in which we operate dialysis centers, have statutes prohibiting physicians from holding financial interests in various types of medical facilities to which they refer patients. Some of these statutes could be interpreted as prohibiting physicians who hold shares of our publicly traded stock from referring patients to our dialysis centers if the centers use our laboratory subsidiary to perform laboratory services for their patients. Some states also have laws similar to the federal anti-kickback statute that may affect our ability to receive referrals from physicians with whom we have financial relationships, such as our medical directors. Some of these statutes include exemptions applicable to our medical directors and other physician relationships or for financial interests limited to shares of publicly traded stock. Some, however, include no explicit exemption for medical director services or other services for which we contract with and compensate referring physicians or for joint ownership interests of the type held by some of our referring physicians or for financial interests limited to shares of publicly traded stock. If these statutes are interpreted to apply to referring physicians with whom we contract for medical director and similar services, to referring physicians with whom we hold joint ownership interests or to physicians who hold interests in DaVita limited solely to publicly traded stock, we may be required to terminate or restructure some or all of our relationships with or refuse referrals from these referring physicians and could be subject to civil and administrative sanctions, refund requirements and exclusions from government

healthcare programs, including Medicare and Medicaid. Such events could negatively affect the decision of referring physicians to refer patients to our centers.

The False Claims Act

The federal False Claims Act, or FCA, is a means of policing false bills or false requests for payment in the healthcare delivery system. In part, the FCA authorizes the imposition of civil penalties on any person who:

- Knowingly presents or causes to be presented to the federal government, a false or fraudulent claim for payment or approval;
- Knowingly makes, uses or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the federal government;
- Conspires to defraud the federal government by getting a false or fraudulent claim allowed or paid; or
- Knowingly makes, uses or causes to be made or used, a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the federal government.

The penalties for a violation of the FCA range from $5,500 to $11,000 for each false claim plus three times the amount of damages caused by each such claim. The federal government has used the FCA to prosecute a wide variety of alleged false claims and fraud allegedly perpetrated against Medicare and state healthcare programs, including coding errors, billing for services not rendered, the submission of false cost reports, billing for services at a higher payment rate than appropriate, billing under a comprehensive code as well as under one or more component codes included in the comprehensive code and billing for care that is not considered medically necessary. Although still subject to dispute, at least two federal district courts have also determined that an alleged violation of the federal anti-kickback statute or the Stark I self-referral prohibition is sufficient to state a claim for relief under the FCA. In addition to the provisions of the FCA, which provide for civil enforcement, the federal government can use several criminal statutes to prosecute persons who are alleged to have submitted false or fraudulent claims for payment to the federal government.

The Health Insurance Portability and Accountability Act of 1996

The Health Insurance Portability and Accountability Act of 1996, or HIPAA, among other things, allows individuals who lose or change jobs to transfer their insurance, limits exclusions for preexisting conditions and establishes a pilot program for medical savings accounts. In addition, HIPAA also expanded federal attempts to combat healthcare fraud and abuse by amending the Social Security Act and the federal criminal code. Among other things, HIPAA created a "Health Care Fraud Abuse Control Account," under which advisory opinions are issued by the OIG regarding the application of the anti-kickback statute; criminal penalties for Medicare and Medicaid fraud were extended to other federal healthcare programs; the exclusion authority of the OIG was expanded; Medicare and Medicaid civil monetary penalty provisions were extended to other federal healthcare programs; the amounts of civil monetary penalties were increased; and a criminal healthcare fraud statute was established.

HIPAA also includes provisions relating to the privacy of medical information. These provisions require us to maintain extensive policies and procedures, and to implement administrative safeguards with respect to private health information in our possession. HIPAA also includes provisions relating to standards for security of electronic protected health information, electronic transactions and electronic signatures. We believe we are in substantial compliance with these requirements.

Other regulations

Our operations are subject to various state hazardous waste and non-hazardous medical waste disposal laws. These laws do not classify as hazardous most of the waste produced from dialysis services. Occupational Safety and Health Administration regulations require employers to provide workers who are occupationally subject to

blood or other potentially infectious materials with prescribed protections. These regulatory requirements apply to all healthcare facilities, including dialysis centers, and require employers to make a determination as to which employees may be exposed to blood or other potentially infectious materials and to have in effect a written exposure control plan. In addition, employers are required to provide or employ hepatitis B vaccinations, personal protective equipment and other safety devices, infection control training, post-exposure evaluation and follow-up, waste disposal techniques and procedures and work practice controls. Employers are also required to comply with various record-keeping requirements. We believe that we are in material compliance with these laws and regulations.

We currently own substantially all of the assets, including the fixed assets, of our affiliated New York dialysis centers, but, because of the requirements of New York law, the operating licenses for these centers are currently held by privately-owned companies with which we have agreements to provide a broad range of administrative services, including billing and collecting. In 2007, changes to the New York law were adopted that will permit us to hold these licenses directly and the New York Department of Health is currently in the process of adopting implementing regulations. We intend to transfer these operating licenses to us as soon as approval of such transfers can be obtained from the New York Department of Health.

We have a similar management relationship with physician practices in several states which prohibit the corporate practice of medicine, and with a privately-owned company in New Jersey for several New Jersey dialysis centers. We have had difficulty securing licenses for new centers in New Jersey in our own name because the New Jersey Department of Health and Senior Services refuses to grant new licenses to companies that have more than a small number of outstanding adverse survey issues throughout all of their centers in the entire United States, regardless of the respective size of the companies' operations.

A few states have certificate of need programs regulating the establishment or expansion of healthcare facilities, including dialysis centers. We believe that we are in material compliance with all applicable state certificate of need laws.

Although we have implemented a company-wide corporate compliance program, as discussed below, and believe we are in material compliance with current applicable laws and regulations, our industry will continue to be subject to substantial regulation, the scope and effect of which are difficult to predict. Our activities could be reviewed or challenged by regulatory authorities at any time in the future.

Corporate compliance program

We have implemented a company-wide corporate compliance program as part of our commitment to comply with all applicable laws, regulations and the corporate integrity agreement applicable to the dialysis centers acquired from Gambro Healthcare and assumed in connection with such acquisition, which is discussed below, and to maintain the high standards of conduct we expect from all of our teammates. We continuously review this program and enhance it as necessary. The primary purposes of the program include:

- Increasing, through training and education, the awareness of our teammates and affiliated professionals of the necessity of complying with all applicable laws and regulations in an increasingly complicated regulatory environment;
- Auditing and monitoring the activities of our dialysis centers, laboratories and billing offices on a regular basis to identify potential instances of noncompliance in a timely manner; and
- Ensuring that we take steps to resolve instances of noncompliance or to address areas of potential noncompliance as promptly as we become aware of them.

When evaluating the effectiveness of our corporate compliance program, we take into consideration a number of factors, including favorable results under various government inquiries and adherence to the requirements of our CIA measured in part by the favorable outcome of audits by the independent review organization.

We have a code of conduct that each of our teammates and affiliated professionals must follow and we have a confidential toll-free hotline (888-458-5848) for teammates to report potential instances of noncompliance. Our Chief Compliance Officer administers the compliance program. The Chief Compliance Officer reports directly to our Chief Executive Officer, our President-West and to the Compliance Committee of our Board of Directors.

Corporate Integrity Agreement

On December 1, 2004, Gambro Healthcare, Inc, which we acquired in October 2005, entered into a settlement agreement with the Department of Justice and other agencies of the United States government relating to the Department of Justice's investigation of Gambro Healthcare's Medicare and Medicaid billing practices and its relationships with physicians and pharmaceutical manufacturers. In connection with the settlement agreement, Gambro Healthcare, without admitting liability, made a one-time payment of approximately $310 million and entered into a five year corporate integrity agreement with OIG. The centers we acquired from Gambro Healthcare continue to be subject to the corporate integrity agreement. The corporate integrity agreement requires, among other things, that a compliance liaison be designated for each dialysis center owned or operated by the entity acquired from Gambro Healthcare, now known as DVA Renal Healthcare, or any of its subsidiaries and provide compliance training for each of its employees and credentialed physicians. DVA Renal Healthcare has a compliance officer and a separate compliance committee made up of members of senior management, consistent with the requirements of the corporate integrity agreement. Certain types of employees are also required to complete additional specialized training in areas such as billing and reimbursement issues. Furthermore, DVA Renal Healthcare is required to review all of its arrangements or transactions with any actual or potential source of healthcare business to ensure compliance with federal anti-kickback statute. It has also engaged an independent review organization to conduct an annual review of a sample of DVA Renal Healthcare's claims for reimbursement from federal healthcare programs to verify compliance with applicable laws and regulations. DVA Renal Healthcare must submit to the OIG an annual report with respect to the status of, and findings regarding, its compliance activities, including a copy of all reports prepared by the independent review organization. In addition, DVA Renal Healthcare must notify the OIG of any ongoing government investigations or legal proceedings and report to the OIG any substantial overpayment or any probable violations of the laws applicable to any federal healthcare program.

Insurance

We maintain insurance for property and general liability, professional liability, directors' and officers' liability, workers compensation and other coverage in amounts and on terms deemed adequate by management based on our claims experience and expectations for future claims. Future claims could, however, exceed our applicable insurance coverage. Physicians practicing at our dialysis centers are required to maintain their own malpractice insurance and our medical directors are required to maintain coverage for their individual private medical practices. Our liability policies cover our medical directors for the performance of their duties as medical directors.

Capacity and location of our centers

We are able to increase our capacity by extending hours at our existing centers, expanding our existing centers, relocating our centers, developing new centers and by acquiring centers. The development of a typical outpatient center by us generally requires approximately $1.6 million for leasehold improvements, equipment and first-year working capital. Based on our experience, a new center typically opens within a year after the property lease is signed, normally achieves operating profitability in the second year of operation and normally reaches maturity within three to five years. Acquiring an existing center requires a substantially greater initial investment, but profitability and cash flow are initially more predictable. To a limited extent, we enter into agreements to provide administrative services to third-party-owned or noncontrolling-owned dialysis centers in return for management fees, which are typically based on a percentage of revenues or cash collections of the managed operations, or upon a percentage of operating income.

The table below shows the growth of our Company by number of dialysis centers.

	2007	2006	2005	2004	2003
Number of centers at beginning of year	1,300	1,233	658	566	515
Acquired centers	16	26	609(1)	51	27
Developed centers	64	55	46	44	30
Net change in centers with management services agreements *	(15)(3)	—	4(1)	5	(1)
Divested, closed or sold	(6)	(14)(2)	(84)(1)	(8)	(5)
Number of centers at end of year	1,359	1,300	1,233	658	566

(1) 566 centers were added, including 11 centers under management services agreements, as a result of the DVA Renal Healthcare acquisition and 74 centers were divested in connection with this acquisition, including three centers under management services agreements.

(2) Three centers were divested in connection with the acquisition of DVA Renal Healthcare.

(3) In November 2007, one of our management and administration service agreements was terminated, in which we provided management and administrative services to 20 dialysis centers.

* Represents dialysis centers in which we either own a noncontrolling interest, or are wholly-owned by third parties.

As of December 31, 2007, we operated or provided administrative services to 1,359 outpatient dialysis centers, of which 1,336 are consolidated in our financial statements. Of the remaining 23 centers, we own noncontrolling interests in ten centers, which are accounted for as equity investments and provide administrative services to 13 centers in which we have no ownership interest. The locations of the 1,336 centers included in our consolidated financial statements at December 31, 2007 were as follows:

State	Centers	State	Centers	State	Centers
California	169	Missouri	30	Oregon	12
Florida	116	Tennessee	30	Iowa	11
Texas	112	Louisiana	28	Wisconsin	11
Georgia	88	Colorado	25	District of Columbia	8
Pennsylvania	58	South Carolina	25	Idaho	6
North Carolina	54	New Jersey	22	Arkansas	3
Virginia	54	Indiana	21	Mississippi	3
Michigan	50	Arizona	20	South Dakota	3
Maryland	48	Kentucky	20	West Virginia	3
Illinois	43	Connecticut	18	Delaware	2
Ohio	40	Kansas	16	New Mexico	2
Minnesota	35	Nevada	14	Utah	2
New York	32	Nebraska	13	New Hampshire	1
Alabama	31	Washington	13	North Dakota	1
Oklahoma	31	Massachusetts	12		

Competition

The dialysis industry is highly competitive, particularly in terms of acquiring existing dialysis centers. We are facing increased competition in the dialysis industry from large and medium-sized providers which compete directly with us for acquisition targets as well as for individual patients. Acquisitions and patient retention are an important part of our growth strategy and our business could be adversely affected if we are not able to continue to make acquisitions on reasonable terms or if we face significant patient attrition to our competitors. Competition for qualified physicians to act as medical directors and for inpatient dialysis services agreements with hospitals is intense. Occasionally we have also experienced competition from former medical directors or

referring physicians who have opened their own dialysis centers. In addition, we experience competitive pressures in connection with negotiating contracts with commercial healthcare payors.

The two largest dialysis companies, Fresenius Medical Care (Fresenius) and our company, account for approximately 65% of outpatient dialysis patients in the United States. Approximately 45% of the centers not owned by us or Fresenius are owned or controlled by hospitals or non-profit organizations. Hospital-based and non-profit dialysis units typically are more difficult to acquire than physician-owned centers. Because of the ease of entry into the dialysis business and the ability of physicians to be medical directors for their own center or centers, competition for growth in existing and expanding markets is not limited to large competitors with substantial financial resources.

Fresenius also manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers. This may give them cost advantages over us because of their ability to manufacture their own products. Fresenius has been one of our largest suppliers of dialysis products. However, we entered into an alliance and product supply agreement with Gambro Renal Products, or GRP, which was subsequently amended in 2006. The amended product supply agreement still requires us to purchase a significant majority of our hemodialysis non-equipment product supplies, such as dialyzers, at fixed prices through 2015. Our purchases of products in the categories generally offered by Fresenius and Gambro Renal Products represent approximately 4% of our total operating expenses. During 2007, we purchased hemodialysis products and supplies from Gambro Renal Products representing approximately 2% of our total operating expenses.

A portion of our business also consists of monitoring and providing supplies for ESRD treatments in patients' homes. Other companies provide similar services. NxStage, Renal Solutions and Fresenius have developed home-based hemodialysis systems designed to enable patients to perform hemodialysis on a daily basis in their homes. On February 7, 2007 we entered into a National Provider Agreement with NxStage, Inc. The agreement provides us the ability to purchase NxStage home-based hemodialysis products at a potential discount depending upon the achievement of certain volume targets. The agreement has an initial term of three years, terminating on December 31, 2009, and may be extended in six-month increments for up to two additional years if certain volume targets are met. As part of the agreement, we purchased all of our NxStage System One equipment then in use for approximately $5.1 million and will purchase a majority of our future home-based hemodialysis equipment and supplies from NxStage. To date, there has not been significant adoption of these home-based hemodialysis systems by our patients or physicians. We cannot predict whether home-based hemodialysis will be widely adopted by patients or physicians or what impact these services will have on our business over the longer term.

Teammates

As of December 31, 2007, we had approximately 31,000 teammates:

- Licensed professional staff (nurses, dieticians and social workers) 12,800
- Other patient care and center support staff and laboratory personnel 14,500
- Corporate, billing and regional administrative staff 3,700

Our dialysis business requires nurses with specialized training for patients with complex care needs. Recruitment and retention of nurses are continuing concerns for healthcare providers generally because of the disparity between the supply and demand for nurses, which has led to a nursing shortage. We have an active program of investing in our professional healthcare teammates to help ensure we meet our recruitment and retention targets, including expanded training opportunities, tuition reimbursements and other incentives.

Item 1A. Risk Factors.

This Annual Report on Form 10-K contains statements that are forward-looking statements within the meaning of the federal securities laws. These statements involve known and unknown risks and uncertainties including the risks discussed below. The risks discussed below are not the only ones facing our business. Please read the cautionary notice regarding forward-looking statements in Item 7 under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operation".

If the average rates that commercial payors pay us decline significantly, it would have a material adverse effect on our revenues, earnings and cash flows.

Approximately 36% of our dialysis revenue for the year ended December 31, 2007 was generated from patients who have commercial payors as the primary payor. The majority of these patients have insurance policies that pay us on terms and at rates that are generally significantly higher than Medicare rates. The payments we receive from commercial payors generate nearly all of our profit. We are experiencing a decrease in some of our commercial payment rates and it is possible that commercial payment rates could be materially lower in the future. The downward pressure on commercial payment rates is a result of general conditions in the market, recent and future consolidations among commercial payors, increased focus on dialysis services and other factors.

We are continuously in the process of negotiating agreements with our commercial payors and certain payors have become increasingly aggressive in their negotiations with us. In the fourth quarter of 2007, our overall commercial rate reductions were in excess of our overall commercial rate increases. In the event that our negotiations continue to result in overall commercial rate reductions in excess of overall commercial rate increases, the cumulative effect could have a material adverse effect on our financial results. Consolidations have significantly increased the negotiating leverage of commercial payors. We expect that some of our contracted rates with commercial payors will decrease as our negotiations with commercial payors continue. In addition to increasing downward pressure on contracted commercial payor rates, payors have been attempting to impose restrictions and limitations on non-contracted or out-of-network providers. We, along with others in the kidney care community, are resisting such activity through regulatory, legislative and legal means. Decreases in out-of-network rates and restrictions on out-of-network access combined with decreases in contracted rates could result in a significant decrease in our overall revenue derived from commercial payors. If the average rates that commercial payors pay us decline significantly, it would have a material adverse effect on our revenues, earnings and cash flows.

If the number of patients with higher-paying commercial insurance declines, then our revenues, earnings and cash flows would be substantially reduced.

Our revenue levels are sensitive to the percentage of our patients with higher-paying commercial insurance coverage. A patient's insurance coverage may change for a number of reasons, including as a result of changes in the patient's or a family member's employment status. Currently, for a patient covered by an employer group health plan, Medicare generally becomes the primary payor after 33 months, or earlier, if the patient's employer group health plan coverage terminates. When Medicare becomes the primary payor, the payment rate we receive for that patient shifts from the employer group health plan rate to the lower Medicare payment rate. If there is a significant reduction in the number of patients under higher-paying commercial plans relative to government-based programs that pay at lower rates, it would have a material adverse effect on our revenues, earnings and cash flows.

Changes in the structure of, and payment rates under the Medicare ESRD program could substantially reduce our revenues, earnings and cash flows.

Approximately one-half of our dialysis revenue for the year ended December 31, 2007 was generated from patients who have Medicare as their primary payor. Currently, the Medicare End Stage Renal Disease, or ESRD, program pays us for dialysis treatment services at fixed rates. The Medicare composite rate is the payment rate

for a dialysis treatment including the supplies used in those treatments, specified laboratory tests and certain pharmaceuticals. Other services and pharmaceuticals, including EPO (a pharmaceutical used to treat anemia, a common complication associated with ESRD), vitamin D analogs and iron supplements, are separately billed. Unlike most other services covered by Medicare, the Medicare ESRD program has not provided for regular inflation increases in payment rates. We experience increases in operating costs that are subject to inflation, such as labor and supply costs, regardless of whether there is a compensating inflation-based increase in Medicare payment rates. To the extent Medicare rates decline or are not adjusted to keep pace with inflation, our revenues, earnings and cash flows would be adversely affected.

In addition, changes to the structure of the composite rate and separately billable payment rates may occur which would reduce our overall payments from the Medicare ESRD program. CMS and Congress continue to examine and propose changes to the payment structure for dialysis services including the addition of services into the composite rate that are currently separately billed, also referred to as bundling. CMS recently released a report to Congress titled "A Design for a Bundled End Stage Renal Disease Prospective Payment System" which proposes a framework for bundling which could result in lower payment rates. If Medicare begins to bundle other services for payment by including in its composite payment rate the pharmaceuticals, laboratory services or other ancillary services that it currently pays separately at rates that would result in lower overall reimbursement, or if there are further changes to or decreases in the payment rate for these separately billed items without a corresponding increase in the composite rate, it could have a material adverse effect on our revenues, earnings and cash flows.

Changes in state Medicaid programs or payment rates could reduce our revenues, earnings and cash flows.

Approximately 4% of our dialysis revenue for the year ended December 31, 2007 was generated from patients who have Medicaid as their primary coverage. As state governments face increasing budgetary pressure, they may propose reductions in payment rates, limitations on eligibility or other changes to Medicaid programs. Currently, Medicaid eligibility requirements mandate that citizen enrollees in Medicaid programs provide documented proof of citizenship. Our revenues, earnings and cash flows could be negatively impacted to the extent that we are not paid by Medicaid or other state programs for services provided to patients that are unable to satisfy the revised eligibility requirements, including undocumented patients living in the U.S. If state governments reduce the rates paid by Medicaid programs for dialysis and related services, further limit eligibility for Medicaid coverage or adopt changes to the Medicaid payment structure which reduces our overall payments from Medicaid, then our revenues, earnings and cash flows could be adversely affected.

Changes in clinical practices and payment rates or rules for EPO and other pharmaceuticals could substantially reduce our revenues, earnings and cash flows.

The administration of EPO and other pharmaceuticals accounted for slightly more than 30% of our dialysis revenue for the year ended December 31, 2007, with EPO accounting for slightly more than 20% of our dialysis revenue. Since late 2006, there has been significant media discussion and government scrutiny regarding anemia management practices in the United States which has created confusion and concern in the nephrology community. In late 2006, the House Ways and Means Committee held a hearing on the issue of EPO utilization and in 2007, the FDA required changes to the labeling of EPO and Aranesp® to include a black box warning, the FDA's strongest form of warning label. The FDA has held additional hearings to revisit these label changes as they apply to ESRD and continues to examine the issue. CMS also reviewed its EPO reimbursement policies and in January 2008, changes to the EPO monitoring policy went into effect which further limit reimbursement and which have impacted the prescribing habits of our physicians. Commercial payors have also increasingly examined their administration policies for EPO and, in some cases have modified those policies. Beginning in the second quarter of 2007, EPO utilization by prescribing physicians declined and could continue to decline further. Further changes in physician practice patterns and accepted clinical practices, changes in labeling of other pharmaceuticals in a manner that alters physician practice patterns or accepted clinical practices, changes in

private and governmental payment criteria, including the introduction of EPO administration policies, the conversion to alternate types of administration of EPO or other pharmaceuticals that result in further decreases in utilization or reimbursement for EPO could have a material adverse effect on our revenues, earnings and cash flows. Such changes could also have a negative impact on our patient clinical outcomes.

Changes in EPO pricing and the use and marketing of alternatives to EPO could materially reduce our revenues, earnings and cash flows and affect our ability to care for our patients.

Amgen Inc. is the sole supplier of EPO and may unilaterally decide to increase its price for EPO, subject to certain contractual limitations. Future changes in the cost of EPO could have a material adverse effect on our earnings and cash flows and ultimately reduce our income. Although our agreement with Amgen for EPO includes potential pricing discounts which depend upon the achievement of certain criteria, we cannot predict whether we will continue to receive the discount structure for EPO that we currently receive, or whether we will continue to achieve the same levels of discounts within that structure as we have historically achieved. Our agreement with Amgen also provides for specific rebates off of list price based on process improvement and data submission and some combination of these factors. Factors that could impact our ability to qualify for the discounts and rebates provided for in our agreement with Amgen in the future include: our ability to develop and implement certain process improvements and track certain data elements. Failure to qualify for discounts or meet certain targets and earn the specified rebates could have a material adverse effect on our earnings and cash flows.

Amgen has developed and obtained FDA approval for Aranesp®, a pharmaceutical used to treat anemia that may replace EPO or reduce its use with dialysis patients. In addition, Roche has developed and obtained FDA approval for Mircera®, a pharmaceutical also used to treat anemia. Unlike EPO, which is generally administered in conjunction with each dialysis treatment, these pharmaceuticals are administered less frequently. In the event that these similar alternatives to EPO are marketed for the treatment of dialysis patients, we may realize lower margins on the administration of such pharmaceuticals than are currently realized with EPO. A significant increase in the development and use of similar alternatives to EPO, or a change in administration practices, could have a material adverse impact on our revenues, earnings and cash flows.

Continued inquiries from various governmental bodies with respect to our utilization of EPO will require management's attention, cause us to incur significant legal expense and could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and could substantially reduce our revenues, earnings and cash flows.

In response to recent clinical studies identifying risks in certain patient populations related to the utilization of EPO and other erythropoiesis-stimulating agents, i.e., Aranesp®, and in response to changes in the labeling of EPO and Aranesp®, there has been substantial media attention and government scrutiny resulting in hearings and proposed legislation regarding utilization and reimbursement. Although we believe our anemia management practices have been compliant with existing laws and regulations, as a result of the current high level of scrutiny and controversy, we may be subject to increased inquiries from a variety of governmental bodies and claims by third parties. For example, the subpoena from the U.S. Attorney's office in the Eastern District of Missouri includes requests for documents regarding the administration of, and billing for, EPO. In August 2007, we received a subpoena from the Office of Inspector General in Houston, Texas for records relating to EPO claims submitted to Medicare. In addition, in August 2007 a complaint was filed against us, Amgen and Fresenius Medical Care Holdings by Sheet Metal Workers Health Fund and Glenn Randle alleging claims related to the administration and use of EPO and in February 2008 the Attorney General's Office for the State of Nevada notified us that they intend to conduct audits of ESRD providers in Nevada relating to the billing of pharmaceuticals, including EPO. Additional inquiries from various agencies and claims by third parties with respect to this issue would continue to require management's attention and significant legal expense and any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and could substantially reduce our revenues, earnings and cash flows.

The investigation related to the subpoena we received on March 4, 2005 from the U.S. Attorney's Office for the Eastern District of Missouri could result in substantial penalties against us.

We are voluntarily cooperating with the U.S. Attorney's Office for the Eastern District of Missouri with respect to the subpoena we received on March 4, 2005, which requested a wide range of documents relating to our operations, including documents related to, among other things, pharmaceutical and other services provided to patients, relationships with pharmaceutical companies and financial relationships with physicians and joint ventures. We received a related request for additional documents regarding specific medical director and joint venture arrangements in October 2005, a related subpoena in February 2006 requesting documents related to certain patient records regarding the administration and billing of EPO and a request for additional documents related to durable medical equipment and supply companies owned and operated by us in May 2007. It is possible that criminal proceedings may be initiated against us in connection with these inquiries. Any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as this to continue for a considerable period of time. Responding to the subpoenas will continue to require management's attention and significant legal expense.

The investigation related to the subpoena we received on October 25, 2004 from the U.S. Attorney's Office for the Eastern District of New York could result in substantial penalties against us.

We are voluntarily cooperating with the U.S. Attorney's Office for the Eastern District of New York and the OIG with respect to the subpoena we received on October 25, 2004, which requires production of a wide range of documents relating to our operations, including DaVita Laboratory Services. The subpoena also includes specific requests for documents relating to testing for PTH and to products relating to vitamin D therapies. DVA Renal Healthcare (formerly Gambro Healthcare) received a similar subpoena in November 2004. It is possible that criminal proceedings may be initiated against us in connection with this inquiry. Any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as this to continue for a considerable period of time. Responding to the subpoenas may require management's attention and significant legal expense.

If we fail to adhere to all of the complex government regulations that apply to our business, we could suffer severe consequences that would substantially reduce our revenues, earnings and cash flows.

Our dialysis operations are subject to extensive federal, state and local government regulations, including Medicare and Medicaid payment rules and regulations, federal and state anti-kickback laws, the Stark II physician self-referral prohibition and analogous state referral statutes, and federal and state laws regarding the collection, use and disclosure of patient health information. The Medicare and Medicaid reimbursement rules related to claims submission, cost reporting, and payment processes impose complex and extensive requirements upon dialysis providers, and a violation or departure from such requirements may result in government audits, lower reimbursements, recoupments or voluntary repayments, and the potential loss of certification.

The regulatory scrutiny of healthcare providers, including dialysis providers, has increased significantly in recent years. Medicare has increased the frequency and intensity of its certification inspections of dialysis centers. For example, we are required to provide substantial documentation related to the administration of pharmaceuticals, including EPO, and, to the extent that any such documentation is found insufficient, we may be required to refund any amounts received from such administration by government or private payors, and be subject to substantial penalties under applicable laws or regulations. In addition, fiscal intermediaries have increased their prepayment and post-payment reviews.

We endeavor to comply with all of the requirements for receiving Medicare and Medicaid payments and to structure all of our relationships with referring physicians to comply with state and federal anti-kickback laws and the Stark II physician self-referral law. However, the laws and regulations in this area are complex and subject to varying interpretations. For example, none of our medical director agreements establishes compensation using the Stark II safe harbor method; rather, compensation under our medical director agreements is the result of individual negotiation and, we believe, exceeds amounts determined under the safe harbor method. If an enforcement agency were to challenge the level of compensation that we pay our medical directors, we could be required to change our practices, face criminal or civil penalties, pay substantial fines or otherwise experience a material adverse effect as a result of a challenge to these arrangements.

Because of regulatory considerations unique to each of these states, all of our dialysis operations in New York and some of our dialysis operations in New Jersey are conducted by privately-owned companies to which we provide a broad range of administrative services. These operations accounted for approximately 6% of our dialysis revenue for the year ended December 31, 2007. In 2007, changes to New York law were adopted that will permit us to hold licenses to conduct dialysis business directly, but until these changes are implemented and we transfer these operating licenses, we can give no assurances that these arrangements will not be challenged.

If any of our operations are found to violate these or other government regulations, we could suffer severe consequences that would have a material adverse effect on our revenues, earnings and cash flows including:

- Suspension or termination of our participation in government payment programs;
- Refunds of amounts received in violation of law or applicable payment program requirements;
- Loss of required government certifications or exclusion from government payment programs;
- Loss of licenses required to operate healthcare facilities in some of the states in which we operate;
- Reductions in payment rates or coverage for dialysis and ancillary services and related pharmaceuticals;
- Fines, damages or monetary penalties for anti-kickback law violations, Stark II violations, submission of false claims, civil or criminal liability based on violations of law, or other failures to meet regulatory requirements;
- Claims for monetary damages from patients who believe their protected health information has been used or disclosed in violation of federal or state patient privacy laws;
- Mandated practice changes that significantly increase operating expenses; and
- Termination of relationships with medical directors.

If our joint ventures were found to violate the law, we could suffer severe consequences that would have a material adverse effect on our revenues, earnings and cash flows.

As of December 31, 2007 we owned a controlling interest in numerous dialysis related joint ventures, which represented approximately 15% of our dialysis revenue. In addition, we also owned a noncontrolling interest in several other dialysis related joint ventures. We anticipate that we will continue to increase the number of our joint ventures during 2008. Many of our joint ventures with physicians or physician groups also have the physician owners providing medical director services to those centers or other centers we own and operate. Because our relationships with physicians are governed by the anti-kickback statute contained in the Social Security Act, we have sought to structure our joint venture arrangements to satisfy as many safe harbor requirements as we believe are reasonably possible. However, our joint venture arrangements do not satisfy all elements of any safe harbor under the federal anti-kickback statute. Based on the exceptions applicable to ESRD services, we believe that our joint venture arrangements and operations materially comply with the Stark II law. The subpoena we received from the United States Attorney's Office for the Eastern District of Missouri on March 4, 2005, and the related request for additional documents received in October 2005, include requests for documents related to our joint ventures.

If our joint ventures are found to be in violation of the anti-kickback statute or the Stark provisions, we could be required to restructure the joint ventures or refuse to accept referrals for designated health services from the physicians with whom the joint venture centers have a financial relationship. We also could be required to

repay amounts received from Medicare and certain other payors by the joint ventures pursuant to prohibited referrals, and we could be subject to monetary penalties and exclusion from government healthcare programs. If our joint venture centers are subject to any of these penalties, we could suffer severe consequences that would have a material adverse effect on our revenues, earnings and cash flows.

There are significant estimating risks associated with the amount of dialysis revenue that we recognize and if we are unable to accurately estimate our revenue, it could impact the timing of our revenue recognition or have a significant impact on our operating results.

There are significant estimating risks associated with the amount of dialysis revenue that we recognize for a reporting period. Ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues complicate the billing and collection process. Determining applicable primary and secondary coverage for our more than 107,000 patients at any point in time, together with the changes in patient coverage that occur each month, requires complex, resource-intensive processes and errors in determining the correct coordination of benefits may result in refunds to payors. Revenues associated with Medicare and Medicaid programs are also subject to estimating risk related to the amounts not paid by the primary government payor that will ultimately be collectible from other government programs paying secondary coverage, the patient's commercial health plan secondary coverage or the patient. Collections, refunds and payor retractions typically continue to occur for up to three years and longer after services are provided. If our estimates of dialysis revenue are materially inaccurate, it could impact the timing of our revenue recognition and have a significant impact on our operating results.

If the ancillary services we provide or the strategic initiatives we invest in are ultimately unsuccessful, we may have to write off our investment and incur other exit costs in one or more of these activities.

Our ancillary services and strategic initiatives include pharmacy services, vascular access services, disease management services, ESRD clinical research programs, ESRD full capitation demonstration projects, ESRD special needs plans, and administrative services provided to noncontrolling owned and third-party owned centers and clinics, each of which is related to our core business of providing dialysis services, as well as the provision of home infusion therapy services which is related to our core competencies. If any of our ancillary services or strategic initiatives do not perform at the level that we anticipate, we may be required to write off our investment in one or more of these activities. As an example, our existing investment in pharmacy services of approximately $17 million at the end of 2007 may be subject to future write-offs.

If a significant number of physicians were to cease referring patients to our dialysis centers, whether due to regulatory or other reasons, our revenues, earnings and cash flows would be substantially reduced.

Many physicians prefer to have their patients treated at dialysis centers where they or other members of their practice supervise the overall care provided as medical director of the center. As a result, the primary referral source for most of our centers is often the physician or physician group providing medical director services to the center. Neither our current nor former medical directors have an obligation to refer their patients to our centers. If a medical director agreement terminates, whether before or at the end of its term, and a new medical director is appointed, it may negatively impact the former medical director's decision to treat his or her patients at our center. If we are unable to enforce noncompetition provisions contained in the terminated medical director agreements, former medical directors may choose to provide medical director services for competing providers or establish their own dialysis centers in competition with ours. Also, if the quality of service levels at our centers deteriorates, it may negatively impact patient referrals and treatment volumes.

Our medical director contracts are for fixed periods, generally three to ten years. Medical directors have no obligation to extend their agreements with us. We may take actions to restructure existing relationships or take positions in negotiating extensions of relationships to assure compliance with the safe harbor provisions of the anti-kickback statute, Stark II law and other similar laws. These actions could negatively impact the decision of physicians to extend their medical director agreements with us or to refer their patients to us. If the terms of any

existing agreement are found to violate applicable laws, we may not be successful in restructuring the relationship which could lead to the early termination of the agreement, or cause the physician to stop referring patients to our centers. If a significant number of physicians were to cease referring patients to our dialysis centers, whether due to regulatory or other reasons, then our revenues, earnings and cash flows would be substantially reduced.

Delays in state Medicare and Medicaid certification of our dialysis centers could adversely affect our revenues, earnings and cash flows.

Before we can begin billing for patients treated in our outpatient dialysis centers who are enrolled in government-based programs, we are required to obtain state and federal certification for participation in the Medicare and Medicaid programs. As state governments face increasing budgetary pressure, certain states may have difficulty certifying dialysis centers in the normal course and significant delays may result. If state governments are unable to certify new centers in the normal course and we experience significant delays in our ability to treat and bill for services provided to patients covered under government programs, it could have an adverse effect on our revenues, earnings, and cash flows.

If we are not able to continue to make acquisitions on reasonable terms or if we face significant patient attrition to our competitors, it could adversely affect our business.

We are facing increased competition in the dialysis industry from large and medium-sized providers which compete directly with us for acquisition targets as well as for individual patients. Acquisitions and patient retention are an important part of our growth strategy. If we are not able to continue to make acquisitions on reasonable terms or if we face significant patient attrition to our competitors, it could adversely affect our business.

The level of our current and future debt could have an adverse impact on our business.

We have substantial debt outstanding and we may incur additional indebtedness in the future. The high level of our indebtedness, among other things, could:

- make it difficult for us to make payments on our debt securities;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and investments and other general corporate purposes;
- expose us to interest rate fluctuations to the extent we have variable rate debt;
- limit our flexibility in planning for, or reacting to, changes in our business and the markets in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds.

If additional debt financing is not available when required or is not available on acceptable terms, we may be unable to grow our business, take advantage of business opportunities, respond to competitive pressures or refinance maturing debt, any of which could have a material adverse effect on our operating results and financial condition.

We will require a significant amount of cash to service our indebtedness. Our ability to generate cash depends on many factors beyond our control.

Our ability to make payments on our indebtedness and to fund planned capital expenditures and expansion efforts, including any strategic acquisitions we may make in the future, will depend on our ability to generate cash. This, to a certain extent, is subject to general economic, financial, competitive, regulatory and other factors that are beyond our control.

We cannot assure you that our business will generate sufficient cash flow from operations in the future, that our currently anticipated growth in revenue and cash flow will be realized on schedule or that future borrowings will be available to us in an amount sufficient to enable us to service our indebtedness, including the senior and senior subordinated notes, or to fund other liquidity needs. We may need to refinance all or a portion of our indebtedness on or before maturity. Our Senior Secured Credit Facilities are secured by substantially all of our and our subsidiaries' assets. As such, our ability to refinance our debt or seek additional financing could be limited by such security interest. We cannot assure you that we will be able to refinance our indebtedness on commercially reasonable terms or at all.

If the current shortage of skilled clinical personnel continues or if we experience a higher than normal turnover rate, we may experience disruptions in our business operations and increases in operating expenses.

We are experiencing increased labor costs and difficulties in hiring nurses due to a nationwide shortage of skilled clinical personnel. We compete for nurses with hospitals and other health care providers. This nursing shortage may limit our ability to expand our operations. If we are unable to hire skilled clinical personnel when needed, or if we experience a higher than normal turnover rate for our skilled clinical personnel, our operations and treatment growth will be negatively impacted, which would result in reduced revenues, earnings and cash flows.

Our alliance and product supply agreement with Gambro Renal Products Inc. may limit our ability to achieve cost savings with respect to products and equipment we are required to purchase under this agreement.

We entered into an alliance and product supply agreement with Gambro Renal Products in October 2005 to supply dialysis equipment, machines, dialyzers and certain other products, which was subsequently amended in 2006, in part to permit the termination of our purchase obligations with respect to dialysis machines under certain circumstances. We are no longer obligated under the amended supply agreement to purchase dialysis machines from Gambro Renal Products. In addition, all other purchase obligations under the amended supply agreement remain the same and may limit our ability to realize future cost savings in regard to certain products for which we remain obligated to make purchases under the agreement. For the year ended December 31, 2007, our total spending on hemodialysis products, supplies and equipment with Gambro Renal Products was approximately 2% of our total operating costs.

Planned upgrades to our billing and collections systems and complications associated with the integration of our billing and collections systems could have a material adverse effect on our revenues, cash flows and operating results.

In 2007, we completed the integration of our billing systems into one system and system upgrades will continue in 2008. We may experience difficulties in our ability to successfully bill and collect for services rendered as a result of the integration of our billing and collection systems and as we complete planned upgrades to our billing and collection systems. Complications related to the integration of our billing and collections systems and associated with the upgrade of our billing and collections systems could result in a slow-down of collections, a reduction in the amounts we expect to collect, increased risk of retractions from and refunds to commercial and government payors and noncompliance with reimbursement regulations, could have an adverse impact on the claims review required by the corporate integrity agreement applicable to the centers acquired from Gambro Healthcare, described above. The failure to successfully complete the upgrades to the billing and collection systems could have a material adverse effect on our revenues, cash flows and operating results.

If DVA Renal Healthcare does not comply with the corporate integrity agreement applicable to the centers acquired from Gambro Healthcare, or DVA Renal Healthcare otherwise has failed or fails to comply with government regulations applicable to its operations, we could be subject to additional penalties and otherwise may be materially harmed.

In 2004, Gambro Healthcare entered into a settlement agreement with the Department of Justice and certain agencies of the United States government relating to the Department of Justice's investigation of Gambro Healthcare's Medicare and Medicaid billing practices and its relationships with physicians and pharmaceutical manufacturers. If DVA Renal Healthcare (formerly Gambro Healthcare) does not comply with the terms of the corporate integrity agreement applicable to the centers acquired from Gambro Healthcare, or otherwise has failed or fails to comply with the extensive federal, state and local government regulations applicable to its operations, we could be subject to additional penalties, including monetary penalties or exclusion from participation in government programs, and otherwise may be materially harmed. The costs associated with compliance with the corporate integrity agreement and cooperation with the government are substantial and may increase. In addition, as a result of the settlement agreement, some commercial payors and other third parties have initiated legal proceedings against DVA Renal Healthcare related to the billing practices and other matters covered by the settlement agreement and we could receive similar claims in the future.

Our ability to effectively provide the services we offer could be negatively impacted if certain of our suppliers are unable to meet our needs or if we are unable to effectively access new technology, which could substantially reduce our revenues, earnings and cash flows.

We have significant suppliers that are either the sole or primary source of products critical to the services we provide or to which we have committed obligations to make purchases, including Amgen, Fresenius Medical Care, Gambro Renal Products, Baxter Healthcare Corporation, as well as others. If any of these suppliers are unable to meet our needs for the products they supply and we are not able to find adequate alternative sources, our revenues, earnings and cash flows could be substantially reduced. For example, in July 2007, we notified Gambro Renal Products that we were electing to be permanently relieved of our obligation to purchase dialysis machines which remained subject to an import ban by the FDA. In addition, the technology related to the products critical to the services we provide is subject to new developments and may result in superior products. If we are not able to access superior products on a cost-effective basis or if suppliers are not able to fulfill our requirements for such products, we could face patient attrition which could substantially reduce our revenues, earnings and cash flows.

We may be subject to liability claims for damages and other expenses not covered by insurance that could reduce our earnings and cash flows.

The administration of dialysis and related services to patients may subject us to litigation and liability for damages. Our business, profitability and growth prospects could suffer if we face negative publicity or we pay damages or defense costs in connection with a claim that is outside the scope of any applicable insurance coverage, including claims related to contractual disputes and professional and general liability claims. In addition, we have received several notices of claims from commercial payors and other third parties related to our historical billing practices and the historical billing practices of the centers acquired from Gambro Healthcare and other matters related to their settlement agreement with the Department of Justice. Although the ultimate outcome of these claims cannot be predicted, an adverse result with respect to one or more of these claims could have a material adverse effect on our financial condition, results of operations, and cash flows. We currently maintain programs of general and professional liability insurance. However, a successful claim, including a professional liability, malpractice or negligence claim which is in excess of our insurance coverage could have a material adverse effect on our earnings and cash flows.

In addition, if our costs of insurance and claims increase, then our earnings could decline. Market rates for insurance premiums and deductibles have been steadily increasing. Our earnings and cash flows could be materially and adversely affected by any of the following:

- further increases in premiums and deductibles;
- increases in the number of liability claims against us or the cost of settling or trying cases related to those claims; and
- an inability to obtain one or more types of insurance on acceptable terms.

If businesses we acquire have liabilities that we are not aware of, we could suffer severe consequences that would substantially reduce our revenues, earnings and cash flows.

Our business strategy includes the acquisition of dialysis centers and businesses that own and operate dialysis centers, as well as other ancillary businesses. Businesses we acquire may have unknown or contingent liabilities or liabilities that are in excess of the amounts that we estimated. Although we generally seek indemnification from the sellers of businesses we acquire for matters that are not properly disclosed to us, we are not always successful. In addition, even in cases where we are able to obtain indemnification, we may discover liabilities greater than the contractual limits or the financial resources of the indemnifying party. In the event that we are responsible for liabilities substantially in excess of any amounts recovered through rights to indemnification, we could suffer severe consequences that would substantially reduce our revenues, earnings and cash flows.

Provisions in our charter documents, compensation programs and Delaware law may deter a change of control that our stockholders would otherwise determine to be in their best interests.

Our charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in our management, or limit the ability of our stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting our stockholders from acting by written consent, requiring 90 days advance notice of stockholder proposals or nominations to our Board of Directors and granting our Board of Directors the authority to issue preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval. In addition, on November 14, 2002, the Board of Directors approved a shareholder rights plan that would substantially dilute the interest sought by an acquirer that our Board of Directors does not approve.

Most of our outstanding employee stock options include a provision accelerating the vesting of the options in the event of a change of control. We also maintain a change of control protection program for our employees who do not have a significant number of stock awards, which provides for cash bonuses to the employees in the event of a change of control which has been in place since September 2001. Based on the shares of our common stock outstanding and the market price of our stock on December 31, 2007, these cash bonuses would total approximately $234 million if a change of control transaction occurred at that price and our Board of Directors did not modify this program. These compensation programs may affect the price an acquirer would be willing to pay for our Company.

We are also subject to Section 203 of the Delaware General Corporation Law that, subject to exceptions, would prohibit us from engaging in any business combinations with any interested stockholder, as defined in that section, for a period of three years following the date on which that stockholder became an interested stockholder.

These provisions may discourage, delay or prevent an acquisition of our Company at a price that our stockholders may find attractive. These provisions could also make it more difficult for our stockholders to elect directors and take other corporate actions and could limit the price that investors might be willing to pay for shares of our common stock.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

We own the land and buildings for 25 of our dialysis centers. We also own the buildings for six other dialysis centers and the building at one of our Florida labs and we own one separate land parcel and sublease a total of nine properties to third party tenants. Our remaining dialysis centers are located on premises that we lease. Our leases generally cover periods from five to ten years and typically contain renewal options of five to ten years at the fair rental value at the time of renewal, or at rates subject to periodic consumer price index increases, or contain fixed escalation clauses. Our outpatient dialysis centers range in size from approximately 500 to 44,000 square feet, with an average size of approximately 6,800 square feet.

The following is a summary of our business, administrative offices, laboratories and pharmacies:

Office	Location	Square Feet	Expiration
Corporate Headquarters	El Segundo, CA	61,000	2013
Business Office	Tacoma, WA	140,000	2009 through 2011
Business Office	Berwyn, PA	57,000	2012
Administrative Office	Exton, PA	8,000	2008
Administrative Office	Vernon Hills, IL	18,000	2011
Administrative Office	Burlingame, CA	7,000	2009
Administrative Office	Norfolk, VA	11,000	2010
Former Corporate Headquarters**	Torrance, CA	28,000	2008
Business Office	Lakewood, CO	82,000	2010
Business Office	Brentwood, TN	95,000	2011
Business Office	Irvine, CA	65,000	2015
Laboratory	DeLand, FL	40,000	owned
Laboratory	DeLand, FL	20,000	2013
Laboratory Administrative Office	DeLand, FL	23,000	2011
Laboratory	Ft. Lauderdale, FL	43,000	2008
DaVita Rx	San Mateo, CA	3,000	2008
DaVita Rx	Orlando, FL	17,000	2013
DaVita Rx	Coppell, TX	53,000	2013

** Subleased portion–16,000; unused portion–12,000

Some of our dialysis centers are operating at or near capacity. However, we believe that we have adequate capacity within most of our existing dialysis centers to accommodate additional patient volume through increased hours and/or days of operation, or, if additional space is available within an existing facility, by adding dialysis stations. We can usually relocate existing centers to larger facilities or open new centers if existing centers reach capacity. With respect to relocating centers or building new centers, we believe that we can generally lease space at economically reasonable rates in the areas planned for each of these centers. Expansion of existing centers or relocation of our dialysis centers is subject to review for compliance with conditions relating to participation in the Medicare ESRD program. In states that require a certificate of need or center license, additional approvals would generally be necessary for expansion or relocation.

Item 3. Legal Proceedings.

United States Attorney inquiries

In February 2007, we received a request for information from the Office of Inspector General, U.S. Department of Health and Human Services, or OIG, for records relating to Epogen,® or EPO, claims submitted to Medicare. In August 2007, we received a subpoena from the OIG seeking similar documents. The requested documents relate to services provided from 2001 to 2004 by a number of our centers. The request and subpoena were sent from the OIG's offices in Houston and Dallas, Texas. We are cooperating with the inquiry and are producing the requested records. We have been in contact with the United States Attorney's Office, or U.S. Attorney's Office, for the Eastern District of Texas, which has stated that this is a civil inquiry related to EPO claims. There appears to be substantial overlap between this issue and the ongoing review of EPO utilization and claims by the U.S. Attorney's Office, for the Eastern District of Missouri in St. Louis, described below. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena will continue to require management's attention and significant legal expense. Any negative findings could result in substantial financial penalties against us and exclusion from future participation in the Medicare and Medicaid programs.

On March 4, 2005, we received a subpoena from the U.S. Attorney's Office for the Eastern District of Missouri in St. Louis. The subpoena requires production of a wide range of documents relating to our operations, including documents related to, among other things, pharmaceutical and other services provided to patients, relationships with pharmaceutical companies, and financial relationships with physicians and joint ventures. The subpoena covers the period from December 1, 1996 through the present. In October 2005, we received a follow-up request for additional documents related to specific medical director and joint venture arrangements. In February 2006, we received an additional subpoena for documents, including certain patient records relating to the administration and billing of EPO. In May 2007, we received a request for documents related to durable medical equipment (DME) and supply companies owned and operated by us. We are producing documents and providing information to the government. We are also cooperating, and intend to continue to cooperate, with the government's investigation, including by participating in discussions and meetings with the government. The subpoenas have been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against us in connection with this inquiry. Any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as this to continue for a considerable period of time. Responding to the subpoenas will continue to require management's attention and significant legal expense.

On October 25, 2004, we received a subpoena from the U.S. Attorney's Office for the Eastern District of New York in Brooklyn. The subpoena covers the period from 1996 to present and requires the production of a wide range of documents relating to our operations, including DaVita Laboratory Services. Gambro Healthcare received a similar subpoena in November 2004. The subpoena also includes specific requests for documents relating to testing for parathyroid hormone levels, or PTH, and to products relating to vitamin D therapies. The subpoena has been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against us in connection with this inquiry. Any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. Other participants in the dialysis industry received a similar subpoena, including Fresenius Medical Group. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena may continue to require management's attention and significant legal expense.

Other

We have received several notices of claims from commercial payors and other third parties related to historical billing practices and claims against DVA Renal Healthcare (formerly known as Gambro Healthcare) related to historical Gambro Healthcare billing practices and other matters covered by their settlement agreement with the Department of Justice. At least one commercial payor has filed an arbitration demand against us, as described below, and additional commercial payors have threatened litigation. We intend to defend against these claims vigorously; however, we may not be successful and these claims may lead to litigation and any such litigation may be resolved unfavorably. Although the ultimate outcome of these claims cannot be predicted at this time, an adverse result in excess of our established reserves, with respect to one or more of these claims could have a material adverse effect on our business, financial condition, results of operations and liquidity.

In December 2007, we entered into a Settlement Agreement with the State of New York to resolve certain billing issues that had been the subject of inquiry by the New York Attorney General's Medicaid Fraud Control Unit, or MFCU. We had received several informal inquiries from representatives of the MFCU regarding billing practices for facilities managed by us in New York. The Settlement Agreement covers numerous dialysis facilities in New York for which we, through our subsidiaries, provide administrative services. We paid approximately $1.5 million in settlement, which included the amount of the overpayments by the New York Medicaid program plus interest; no fines or penalties were assessed.

In October 2007, we were contacted by the Attorney General's Office for the State of Nevada. The Attorney General's Office informed us that it was conducting a criminal investigation of our operations in Nevada and that the investigation related to the billing of pharmaceuticals, including EPO. On February 8, 2008, the Attorney General's Office informed us that the criminal investigation has been discontinued. The Attorney General's Office further advised us that Nevada Medicaid intends to conduct audits of ESRD providers in Nevada, including us, and that such audits will relate to the issues that were the subjects of the criminal investigation. Any negative findings could result in substantial financial penalties against us and exclusion from future participation in the Medicare and Medicaid programs. To our knowledge, no proceedings have been initiated against us at this time.

On August 28, 2007, Sheet Metal Workers National Health Fund and Glenn Randle filed a complaint in the United States District Court for the Central District of California against us. The complaint also names as defendants Amgen, Inc. and Fresenius Medical Care Holdings, Inc. The complaint is styled as a class action and alleges four claims against us, including violations of the federal RICO statute, California's unfair competition law, California's false advertising law and for unjust enrichment. The complaint's principal allegations against us are that the defendants engaged in a scheme to unlawfully promote the administration of EPO to hemodialysis patients intravenously, as opposed to subcutaneously, and to over-utilize EPO. We intend to vigorously defend against these claims. We also intend to vigorously oppose the certification of this matter as a class action. At this time, we cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

On August 8, 2005, Blue Cross/Blue Shield of Louisiana filed a complaint in the United States District Court for the Western District of Louisiana against Gambro AB, DVA Renal Healthcare (formerly Gambro Healthcare) and related entities. The plaintiff sought to bring its claims as a class action on behalf of itself and all entities that paid any of the defendants for health care goods and services from on or about January 1991 through at least December 2004. The complaint alleged, among other things, damages resulting from facts and circumstances underlying Gambro Healthcare's December 2004 settlement agreement with the Department of Justice and certain agencies of the United States Government. In March 2006, the case was dismissed and the plaintiff was compelled to seek arbitration to resolve the matter. In November 2006, the plaintiff filed a demand for class arbitration against us and DVA Renal Healthcare. We intend to vigorously defend against these claims. We also intend to vigorously oppose the certification of this matter as a class action. At this time, we cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

In June 2004, Gambro Healthcare was served with a complaint filed in the Superior Court of California by one of its former employees who worked for its California acute services program. The complaint, which is styled as a class action, alleges, among other things, that DVA Renal Healthcare (formerly Gambro Healthcare) failed to provide overtime wages, defined rest periods and meal periods, or compensation in lieu of such provisions and failed to comply with certain other California labor code requirements. We intend to vigorously defend against this claim. We also intend to vigorously oppose the certification of this matter as a class action. Although the ultimate outcome of these claims cannot be predicted, we do not expect that an unfavorable result, if any, would have a material adverse effect on our business, financial condition, liquidity or results of operations.

In addition to the foregoing, we are subject to claims and suits, including from time to time, contractual disputes and professional and general liability claims, as well as audits and investigations by various government entities, in the ordinary course of business. We believe that the ultimate resolution of any such pending proceedings, whether the underlying claims are covered by insurance or not, will not have a material adverse effect on our financial condition, results of operations or cash flows.

Item 4. Submission of Matters to a Vote of Securities Holders.

No matters were submitted to a vote of security holders during the fourth quarter of 2007.

PART II

Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock is traded on the New York Stock Exchange under the symbol "DVA". The following table sets forth, for the periods indicated, the high and low closing prices for our common stock as reported by the New York Stock Exchange.

	High	Low
Year ended December 31, 2007:		
1st quarter	$58.54	$51.54
2nd quarter	57.48	52.56
3rd quarter	63.18	52.78
4th quarter	66.53	55.63
Year ended December 31, 2006:		
1st quarter	$60.27	$51.52
2nd quarter	58.75	47.59
3rd quarter	58.79	48.32
4th quarter	59.36	51.89

The closing price of our common stock on February 1, 2008 was $54.27 per share. According to The Bank of New York, our registrar and transfer agent, as of February 1, 2008, there were 5,521 holders of record of our common stock. We have not declared or paid cash dividends to holders of our common stock since 1994. We have no current plans to pay cash dividends and we are restricted from paying dividends under the terms of our Senior Secured Credit Facilities and the indentures governing our senior and senior subordinated notes. Also, see the heading "Liquidity and capital resources" under "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and the notes to our consolidated financial statements.

Stock Repurchases

The following table summarizes our repurchases of our common stock during 2007:

There were no repurchases of our common stock during 2007 prior to the third quarter of 2007.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs(1)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
July 1—31, 2007	—	$ —	—	$249.1
August 1—31, 2007	111,300	57.05	111,300	242.8
September 1—December 31, 2007	—	—	—	242.8
Total	111,300	$ —	111,300	$ —

(1) On September 11, 2003, we announced that the Board of Directors authorized the repurchase of up to $200 million of our common stock, with no expiration date. On November 2, 2004, we announced that the Board of Directors approved an increase in our authorization to repurchase shares of our common stock by an additional $200 million. We are authorized to make purchases from time to time in the open market or in privately negotiated transactions, depending upon market conditions and other considerations. However, we are subject to share repurchase limitations under the terms of the Senior Secured Credit Facilities and the indentures governing our senior and senior subordinated notes.

Item 6. Selected Financial Data.

The following financial and operating data should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operation" and our consolidated financial statements filed as part of this report. The following table presents selected consolidated financial and operating data for the periods indicated. The operating results of DVA Renal Healthcare are included in our operating results from October 1, 2005, and the operating results of the historical DaVita divested centers are reflected as discontinued operations in our consolidated statements of income for 2005 and prior.

	Year ended December 31,				
	2007	2006	2005	2004	2003
	(in thousands, except share data)				
Income statement data:					
Net operating revenues(1)	$ 5,264,151	$ 4,880,662	$ 2,973,918	$ 2,177,330	$ 1,919,278
Operating expenses and charges	4,401,942	4,141,230	2,508,547	1,796,204	1,559,347
Operating income	862,209	739,432	465,371	381,126	359,931
Debt expense(2)	(257,147)	(276,706)	(139,586)	(52,411)	(66,821)
Swap valuations gain, net(3)	—	—	4,548	—	—
Refinancing charges(4)	—	—	(8,170)	—	(26,501)
Other income, net	22,460	13,033	8,934	4,125	3,042
Income from continuing operations before income taxes	627,522	475,759	331,097	332,840	269,651
Income tax expense	245,744	186,430	123,675	128,332	105,173
Income from continuing operations	381,778	289,329	207,422	204,508	164,478
Income from discontinued operations, net of tax (5)	—	—	13,157	17,746	11,313
Gain on disposal of discontinued operations, net of tax (5)	—	362	8,064	—	—
Net income	$ 381,778	$ 289,691	$ 228,643	$ 222,254	$ 175,791
Basic earnings per common share from continuing operations(5)(6)	$ 3.61	$ 2.79	$ 2.06	$ 2.07	$ 1.74
Diluted earnings per common share from continuing operations(5)(6)	$ 3.55	$ 2.73	$ 1.99	$ 1.99	$ 1.56
Weighted average shares outstanding:(6)(8)					
Basic	105,893,000	103,520,000	100,762,000	98,727,000	94,346,000
Diluted	107,418,000	105,793,000	104,068,000	102,861,000	113,760,000
Ratio of earnings to fixed charges(7)	2.92:1	2.38:1	2.86:1	5.26:1	3.98:1
Balance sheet data:					
Working capital	$ 889,754	$ 597,324	$ 664,675	$ 426,985	$ 242,238
Total assets	6,943,960	6,491,816	6,279,762	2,511,959	1,945,530
Long-term debt	3,683,887	3,730,380	4,085,435	1,322,468	1,117,002
Shareholders' equity(8)	1,732,250	1,245,924	850,609	523,134	306,871

(1) Net operating revenues include $3,771 in 2005, $8,293 in 2004, and $24,000 in 2003 of Medicare lab recoveries relating to prior years' services.

(2) Debt expense in 2007 and 2006 includes the write-off of approximately $4.4 million and $3.3 million of deferred financing costs associated with our principal prepayments on the Term loans.

(3) The swap valuation net gains of $4,548 in 2005 represented the accumulated fair value on several swap instruments that were ineffective as cash flow hedges, as a result of the repayment of our Senior Secured

Credit Facilities, as well as changes in the fair values of these swaps until they were redesignated as hedges, and represent changes in the fair value of the swaps during periods in which there was no matching variable rate LIBOR-based interest payments.

(4) Refinancing charges of $8,170 in 2005 represented the write-off of deferred financing costs associated with the extinguishment of our prior Senior Secured Credit Facilities. Refinancing charges of $26,501 in 2003 represented the consideration paid to redeem the $125,000 5⅝% Convertible Subordinated Notes due 2006 and the $345,000 7% Convertible Subordinated Notes due 2009 in excess of book value, the write-off of related deferred financing costs and other financing fees associated with the amendment of the prior Senior Secured Credit Facilities.

(5) During 2005, we divested a total of 71 outpatient dialysis centers in conjunction with a consent order issued by the Federal Trade Commission on October 4, 2005 in order for us to complete the acquisition of DVA Renal Healthcare. In addition, we completed the sale of three additional centers that were previously pending state regulatory approval in January 2006. The operating results of the historical DaVita divested and held for sale centers were reflected as discontinued operations in our consolidated financial statements for 2005 and prior.

(6) All share and per-share data for all periods presented prior to 2005 have been adjusted to retroactively reflect the effects of a 3-for-2 stock split that occurred in the second quarter of 2004.

(7) The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. Earnings for this purpose is defined as pretax income from continuing operations adjusted by adding back fixed charges expensed during the period. Fixed charges include debt expense (interest expense and the write off and amortization of deferred financing costs), the estimated interest component of rental expense on operating leases, and capitalized interest.

(8) Share repurchases consisted of 111,300 shares of common stock for $6,350 in 2007, 3,350,100 shares of common stock for $96,540 in 2004 and 5,162,850 shares of common stock for $107,162 in 2003. Debt of $124,700 and $526 was converted into 7,302,528 and 24,045 shares of common stock in 2003. Shares issued in connection with stock awards amounted to 2,480,899 in 2007, 2,620,125 in 2006, 3,303,451 in 2005, 5,106,783 in 2004, and 3,539,919 in 2003.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operation.

Forward looking statements

This Annual Report on Form 10-K contains statements that are forward-looking statements within the meaning of the federal securities laws. All statements that do not concern historical facts are forward-looking statements and include, among other things, statements about our expectations, beliefs, intentions and/or strategies for the future. These forward-looking statements include statements regarding our future operations, financial condition and prospects, expectations for treatment growth rates, revenue per treatment, expense growth, levels of the provision for uncollectible accounts receivable, operating income, cash flow, operating cash flow, estimated tax rates, capital expenditures, the development of new centers and center acquisitions, revenue estimating risk and our related level of indebtedness on our financial performance, including earnings per share. These statements involve substantial known and unknown risks and uncertainties that could cause our actual results to differ materially from those described in the forward-looking statements, including, but not limited to, risks resulting from the regulatory environment in which we operate, economic and market conditions, competitive activities, other business conditions, accounting estimates, the concentration of profits generated from commercial payor plans, continued downward pressure on average realized payment rates from commercial payors and possible reductions in government payment rates, changes in the structure of and payment rates under the Medicare ESRD program which may further reduce Medicare payment rates, changes in pharmaceutical or anemia management practice patterns, payment policies or pharmaceutical pricing, our ability to maintain contracts with physician medical directors, legal compliance risks, including our continued compliance with complex government regulations and compliance with the corporate integrity agreement applicable to the dialysis centers acquired from Gambro Healthcare and assumed in connection with such acquisition, the resolution of ongoing investigations by various federal and state government agencies, and the risk factors set forth in this Annual Report on Form 10-K. We base our forward-looking statements on information currently available to us, and we undertake no obligation to update or revise these statements, whether as a result of changes in underlying factors, new information, future events or otherwise.

The following should be read in conjunction with our consolidated financial statements and "Item 1. Business".

Overview

We are a leading provider of dialysis services in the United States through a network of approximately 1,359 outpatient dialysis centers and 700 hospitals, serving approximately 107,000 patients in 43 states. In 2007, our overall network of dialysis centers increased by 59 centers primarily as a result of opening new centers and acquisitions and the overall number of patients that we serve increased by approximately 4%.

Our stated mission is to be the provider, partner and employer of choice. We believe our attention to these three areas, our patients, our business partners, and our teammates, represents the major drivers of our potential long term success, although we are subject to the impact of external factors such as government policy and physician practice patterns. Accordingly, two principal non-financial metrics we track are quality clinical outcomes and teammate turnover. We have developed our own composite index for measuring improvements in our clinical outcomes, which we refer to as the DaVita Quality Index, or DQI. Our clinical outcomes as measured by DQI have improved over each of the past three years, and we are pleased with our 2007 clinical outcomes. Although it is difficult to reliably measure clinical performance across our industry, we believe our clinical outcomes compare favorably with other dialysis providers in the United States. In addition, over the past couple of years we have achieved reductions in teammate turnover, which have been a major contributor to our clinical performance improvements. We will continue to focus on these fundamental long-term value drivers.

Approximately 97% of our revenues currently derived directly from providing dialysis and dialysis related services, such as laboratory services (collectively dialysis revenue). Eighty-two percent of our dialysis revenue is derived from outpatient hemodialysis services in 1,336 centers that we consolidate that are either wholly-owned

or majority-owned. Other dialysis services, which are operationally integrated with our dialysis operations, are peritoneal dialysis, home-based hemodialysis, and hospital inpatient hemodialysis services, which combined accounted for approximately 15% of our dialysis revenue, and the remaining 3% of our dialysis revenue was from laboratory services.

Our other operations include various ancillary services and strategic initiatives consisting primarily of infusion therapy services, oral pharmacy services, vascular access services, disease management services and special needs plans, ESRD clinical research programs, and management and administration services to noncontrolling owned and third-party owned centers and clinics, as further described in Item 1 in this Form 10-K. These ancillary services and strategic initiatives are primarily aligned with our core business of providing dialysis services to our patients. These services generated approximately 3% of our total net revenues in 2007. We currently expect to continue to invest in our ancillary services and strategic initiatives as we work to develop strategically successful new business operations. However, significant changes in market conditions, business performance or in the regulatory environment may ultimately impact or continue to impact the economic viability of these strategic initiatives. Any unfavorable changes could result in a write-off of some or all of our investments in these strategic initiatives.

The principal drivers of our dialysis revenue are: (a) the number of treatments, which is primarily a function of the number of chronic patients requiring three treatments per week, as well as the number of treatments for peritoneal dialysis services and home-based dialysis and hospital inpatient dialysis services, (b) average dialysis revenue per treatment revenue and c) laboratory patient testing. The total patient base is a relatively stable factor, influenced by a demographically growing need for dialysis services, our relationships with referring physicians together with the quality of our clinical care, and our ability to open and acquire new centers. Our year-over-year treatment volume growth was 5.7% in 2007.

Average dialysis revenue per treatment is principally driven by our mix of commercial and government (principally Medicare and Medicaid) patients, the mix and intensity of physician-prescribed pharmaceuticals, commercial and government payment rates, dialysis services charge-capture, and our billing and collecting operations performance.

On average, payment rates from commercial payors are generally significantly higher than Medicare and Medicaid payment rates, and therefore the percentage of commercial patients to total patients represents a major driver of our total average revenue per treatment.

The following table summarizes our dialysis revenue and patient percentages by payor type for the year ended December 31, 2007:

	Revenues	Patient Percentages
Medicare and Medicare-assigned HMO plans	58%	80%
Medicaid	4%	5%
Other government-based programs	2%	2%
Total government-based programs	64%	87%
Commercial	36%	13%
Total dialysis revenue	100%	100%

Government payment rates are principally determined by federal (Medicare) and state (Medicaid) policy. These payment rates have limited potential for rate increases and are sometimes at risk of being reduced. Cumulative net increases in Medicare payment rates from 1990 through 2007 totaled approximately 10%. There were no Medicare payment rate increases for 2003 and 2004. CMS implemented increases of 1.6% on April 1, 2007, January 1, 2006 and January 1, 2005, however the 2005 increase was more than offset by other structural

changes to Medicare dialysis payment rates that also became effective January 1, 2005. Medicaid rates in some states have been under severe budget pressures. Commercial rates can vary significantly and a major portion of our commercial rates are at contracted amounts with major payors and are subject to intense negotiation pressure. Over the past several years we were successful in maintaining relatively stable average payment rates in the aggregate for patients with commercial plans, in addition to obtaining periodic fee schedule increases. However, we are continuously in the process of negotiating agreements with our commercial payors and certain payors have become increasingly aggressive in their negotiations. In the fourth quarter of 2007, our overall commercial rate reductions were in excess of our overall commercial rate increases. We continue to expect downward pressure from payors on our contracted commercial payment rates as a result of general market conditions, recent and future consolidations among commercial payors, increased focus on dialysis services and other factors. In addition, payors have been attempting to impose restrictions and limitations on non-contracted or out-of-network providers, which could further decrease our commercial rate revenues.

Slightly more than 30% of our dialysis revenue for the year ended December 31, 2007, has been associated with physician-prescribed pharmaceuticals, with EPO accounting for slightly more than 20% of our dialysis revenue. Therefore, changes in physician practice patterns, pharmaceutical protocols, pharmaceutical intensities and changes in private and governmental payment rates for EPO significantly influence our revenue levels. For example, in July 2007, CMS implemented a new reimbursement methodology for EPO which decreased our dialysis revenue per treatment and effective January 2008, changes to the EPO monitoring policy went into effect which further limit reimbursement and which have impacted the prescribing habits of our physicians. Such changes, as well as the reduction in some of our contracted commercial payment rates negatively impacted our average dialysis revenue per treatment in 2007.

Our operating performance with respect to dialysis services charge-capture and billing and collection can also be a significant factor in how much average dialysis revenue per treatment we actually realize. Over the past several years we have invested heavily in new systems and processes that we believe have helped improve our operating performance and reduced our regulatory compliance risks and we expect to continue to improve these systems. In 2007, we began integrating our billing systems into one system. Systems upgrades will continue in 2008 and could impact our collection performance as well as our dialysis revenue per treatment.

Our revenue recognition involves significant estimation risks. Our estimates are developed based on the best information available to us and our best judgment as to the reasonably assured collectibility of our billings as of the reporting date. Changes in estimates are reflected in the then-current period financial statements based upon on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies.

Our annual average dialysis revenue per treatment including lab services for continuing operations was approximately $334, $330 and $323 for 2007, 2006, and 2005, respectively. The increase in our average dialysis revenue per treatment in 2007 was primarily due to an increase in our standard fee schedules (principally impacting non-contracted commercial revenue) and an increase in the Medicare composite rate, partially offset by a decrease in the government reimbursement for pharmaceuticals associated with the new CMS reimbursement rates for EPO, and a decrease in intensities of physician-prescribed pharmaceuticals. In 2006, average dialysis revenue per treatment was impacted by increases in our standard fee schedules (principally impacting non-contracted commercial revenue) and changes in our commercial and government payor mix, as well as changes in the intensity of physician-prescribed pharmaceuticals. Our ability to negotiate acceptable payment rates with contracted and non-contracted commercial payors, changes in the mix and intensities of physician-prescribed pharmaceuticals, government payment policies regarding reimbursement amounts for dialysis treatments and pharmaceuticals, and changes in the mix of government and non-government payments may materially impact our average dialysis revenue per treatment in the future.

The principal drivers for our patient care costs are clinical hours per treatment, labor rates, vendor pricing of pharmaceuticals, and business infrastructure and compliance costs. However, other cost categories can also represent significant cost changes, such as employee benefit costs and insurance costs. Our average clinical hours

per treatment have remained stable over the past couple of years primarily because of improved efficiencies driven by reduced teammate turnover and improved training and processes. We believe there is limited opportunity for productivity improvements beyond the levels previously achieved, and changes in federal and state policies can adversely impact our ability to achieve optimal productivity levels. In 2007, our clinical hours per treatment remained stable compared to 2006, however, we did experience an increase in our labor rates per treatment of approximately 3%, as labor rates have increased consistent with general industry trends, mainly due to the demand for skilled clinical personnel, along with general inflation increases. For the past several years we have been able to negotiate relatively stable pharmaceutical pricing with our vendors. In addition, our agreement with Amgen for the purchase of EPO provides for specific rebates off of list price and discount pricing based on process improvement and data submission and some combination of these factors, which could negatively impact our earnings if we are unable to qualify for these rebates and discounts. In 2007, we experienced an increase in our infrastructure and operating costs of our dialysis centers, primarily due to general increases in rent and repairs and maintenance.

General and administrative expenses have remained relatively constant as a percent of total revenues over the past three years. However, this reflects a substantial increase in the dollar amount of spending related to strengthening our business and regulatory compliance processes as well as legal and other professional fees. We expect that the level of general and administrative expenses will be sustained or possibly increased in 2008, in order to continue to support our long-term initiatives, including further investments in our ancillary services and strategic initiatives, and to support our efforts to achieve the highest levels of regulatory compliance.

Outlook for 2008. Our operating income guidance for 2008, excluding the impact of any potential Medicare legislation, is still projected to be in the range of $790-$850 million; however, we continue to believe that operating income is more likely to be in the lower end of the range for 2008. We are entering into a period of unusual earnings uncertainty. Therefore, the guidance range for 2008 does not capture as high a percentage of the potential outcomes as usual. These projections and the underlying assumptions involve significant risks and uncertainties, and actual results may vary significantly from these current projections. These risks and uncertainties include those relating to the concentration of profits generated from commercial payor plans, continued downward pressure on average realized payment rates from commercial payors and possible reductions in government payment rates, changes in the structure of and payment rates under Medicare ESRD program which may further reduce Medicare payment rates, changes in pharmaceutical or anemia management practice patterns, payment policies or pharmaceutical pricing, our ability to maintain contracts with physician medical directors, legal compliance risks, including our continued compliance with complex government regulations and compliance with the corporate integrity agreement applicable to the dialysis centers acquired from Gambro Healthcare and assumed in connection with such acquisition, and the resolution of ongoing investigations by various federal and state government agencies. You should read “Risk Factors” in Item 1A of this Annual Report on Form 10-K and the cautionary language contained in the forward looking statements and associated risks as discussed on page 36 for more information about these and other potential risks. We undertake no obligation to update or revise these projections, whether as a result of changes in underlying factors, new information, future events or otherwise.

Results of operations

Following is a summary of operating results for reference in the discussion that follows.

Continuing Operations	Year ended December 31, 2007		2006		2005	
	(dollar amounts rounded to nearest million, except per treatment data)					
Net operating revenues:						
Current period services	$ 5,264	100%	$ 4,881	100%	$ 2,970	100%
Prior years' services—laboratory	—		—		4	
	5,264		4,881		2,974	
Operating expenses and charges:						
Patient care costs	3,590	68%	3,390	70%	2,036	69%
General and administrative	491	9%	454	9%	272	9%
Depreciation and amortization	193	4%	173	4%	117	4%
Provision for uncollectible accounts	137	3%	126	2%	62	2%
Minority interests and equity income, net	45	1%	36	1%	22	1%
Valuation gain on alliance and product supply agreement	(55)	(1)%	(38)	(1)%	—	
Total operating expenses and charges	4,402	84%	4,141	85%	2,509	85%
Operating income	$ 862	16%	$ 739	15%	$ 465	16%
Dialysis treatments	15,318,995		14,495,796		9,044,966	
Average dialysis treatments per treatment day	48,942		46,372		28,898	
Average dialysis revenue per treatment	$ 324		$ 320		$ 313	
Average dialysis revenue per treatment (including the lab)	$ 334		$ 330		$ 323	

The operating results of DVA Renal Healthcare are included in our operating results from October 1, 2005. Our operating income margins, increased to 16.4% in 2007 from 15.2% in 2006, primarily due to increases in revenue, an increase in the valuation gain on the alliance and product supply agreement, along with lower benefit costs, lower self-insurance costs, as well as a reduction in integration expenditures.

Net operating revenues

Net operating revenues for current period services increased by approximately 8% in 2007, as compared to 2006 and increased by approximately 64% in 2006, as compared to 2005. The increase in net operating revenues in 2007 was primarily due to an increase of approximately 5% in the number of dialysis treatments, and an increase of approximately 3% in the average dialysis revenue per treatment, additional lab revenue and an increase in revenue from our ancillary services and strategic initiatives. The increase in the number of dialysis treatments in 2007 was primarily due to non-acquired growth from existing and new centers and from acquisitions. Our average dialysis revenue per treatment of approximately $334 increased by approximately $4 in 2007 as compared to 2006.

The increase in net operating revenues in 2006 was primarily due to the number of dialysis treatments, which accounted for approximately 57% of the increase in revenues, primarily due to the acquisition of DVA Renal Healthcare effective on October 1, 2005 and the balance from acquisitions and growth in existing and new centers. The remaining 7% increase in total net operating revenues in 2006 was due to increases in the average dialysis revenue per treatment and additional management fees and revenues from ancillary services and strategic initiatives.

Dialysis revenue, which includes dialysis services and related laboratory services, represented approximately 97%, 98% and 98% of net operating revenues in 2007, 2006, and 2005, respectively. Ancillary services and strategic initiatives, including management fee income, accounted for the balance of our total revenues.

Dialysis Services

Dialysis revenue.

The following table summarizes our dialysis revenue by source for the year ended December 31, 2007.

	Revenue Percentages
Outpatient hemodialysis centers	82%
Peritoneal dialysis and home-based hemodialysis	9%
Hospital inpatient hemodialysis	6%
Laboratory services	3%
Total dialysis revenue	100%

Major components of dialysis revenue include both the administration of EPO and other pharmaceuticals as part of the dialysis treatment, which represents slightly more than 30% of total dialysis revenue.

Approximately 64% of our total dialysis revenue for the year ended December 31, 2007 is from government-based programs, principally Medicare, Medicaid, and Medicare Advantage Plans, representing approximately 87% of our total patients. Our commercial payors consist principally of commercial insurance plans, including more than 1,100 with whom we have contracted rates. Approximately 36% of our dialysis revenue is associated with commercial payors. Approximately 1% of our dialysis services and related dialysis services payments are received directly from patients. No single commercial payor accounted for more than 5% of total dialysis revenue for the year ended December 31, 2007.

On average we are generally paid significantly more for services provided to patients covered by commercial healthcare plans than we are for patients covered by Medicare or Medicaid. Patients covered by employer group health plans transition to Medicare coverage after a maximum of 33 months. As of December 31, 2007, the Medicare ESRD dialysis treatment rates for our patients were between $149 and $165 per treatment, or an overall average of $157 per treatment, excluding the administration of separately billed pharmaceuticals. Medicare payment rates are insufficient to cover our patient care costs associated with providing dialysis treatments, and therefore we lose money on each Medicare treatment.

Our net earnings from dialysis services are derived from commercial payors, some of which pay at negotiated payment rates and others of which pay based on our usual and customary fee schedule. Our contracted commercial payment rates are under downward pressure as we negotiate contract rates with large HMOs and insurance carriers and we expect this trend to continue into 2008. In the fourth quarter of 2007, our overall commercial rate reductions were in excess of our overall commercial rate increases,. Additionally, as a patient transitions from commercial coverage to Medicare or Medicaid coverage, the payment rates normally decline substantially.

Our year-over-year treatment volume growth was as follows:

	2007	2006
Treatment growth related to:		
Existing and newly opened centers	4.6%	4.8%
Other center acquisitions	1.1%	4.0%
DVA Renal Healthcare acquisition effective 10/1/05	— %	51.5%
Total treatment growth	5.7%	60.3%

The annual average dialysis revenue per treatment, including lab services, for continuing operations was approximately $334, $330 and $323 for 2007, 2006, and 2005, respectively. The increase in our average dialysis revenue per treatment in 2007 was primarily due to an increase in our standard fee schedules (principally impacting non-contracted commercial revenue) and an increase in the Medicare composite rate, partially offset by a decrease in the government reimbursement for pharmaceuticals associated with the new CMS reimbursement rates for EPO, and a decrease in intensities of physician-prescribed pharmaceuticals. In 2006, the average revenue per treatment was impacted by increases in our standard fee schedules (principally impacting non-contracted commercial revenue), and changes in our commercial and government payor mix, as well as changes in the intensity of physician-prescribed pharmaceuticals. Our ability to negotiate acceptable payment rates with contracted and non-contracted commercial payors, changes in the mix and intensities of physician-prescribed pharmaceuticals, government payment policies regarding reimbursement amounts for dialysis treatments and pharmaceuticals, and changes in the mix of government and non-government payments may materially impact our average revenue per treatment in the future.

Lab revenues. Lab revenues represented approximately 3% of our total net operating revenues for 2007 and 2006.

A third-party carrier review of Medicare claims associated with our Florida-based laboratory was initiated in 1998. No Medicare payments were received for our lab services from the second quarter of 1998 until the third quarter of 2002 while we were appealing the Medicare payment withholds. Following a favorable administrative law judge ruling in 2002, we began receiving prior year Medicare payments in the third quarter of 2002, and received a total of approximately $91 million prior to 2005, and $4 million in 2005. There are no further significant unresolved Medicare lab billing issues.

Ancillary services and strategic initiatives

Ancillary services and strategic initiatives, including management fees, represented approximately 3% of our total net operating revenues in 2007 and approximately 2% in 2006. The increase in ancillary services and strategic initiative revenues were the result of the acquisition of HomeChoice Partners, an infusion therapy company, as well as growth in our pharmacy, vascular access and disease management businesses.

Management fee income. Management fee income is included as part of our revenue from ancillary services and strategic initiatives, and represented less than 1% of net operating revenues for 2007 and 2006. We operated or provided administrative services to 23 and 38 third-party or non-controlled dialysis centers as of December 31, 2007 and 2006, respectively. We also provided management and administrative services to 48 and 30 physician-owned vascular access clinics at December 31, 2007 and 2006, respectively. Our management fees are principally based on a percentage of the revenue or cash collections of the managed operations, or upon a percentage of operating income. In November 2007, one of our management and administrative services agreements was terminated, pursuant to which we provided management and administrative services to 20 dialysis centers.

Operating expenses and charges

Patient care costs. Patient care costs are those costs directly associated with operating and supporting our dialysis centers and ancillary operations, and consist principally of labor, pharmaceuticals, medical supplies and facility costs. As a percentage of current period operating revenues, patient care costs were approximately 68.2% for 2007, 69.5% for 2006 and 68.5% for 2005. On a per-treatment basis, patient care costs were flat in 2007 as compared to 2006 and increased by approximately $9 in 2006. The 2007 patient care costs were impacted by an increase in labor costs, higher operating costs of our dialysis centers, as well as an increase in our stock-based compensation expense, offset by a decrease in employee benefit costs and workers compensation, lower intensities of physician-prescribed pharmaceuticals and a reduction in our professional and general liability insurance costs. The increase in 2006 was principally due to higher labor and benefit costs, increases in expenses

related to our strategic initiatives and an increase in the intensities of physician-prescribed pharmaceuticals. The higher labor costs in 2007 and 2006 reflect rising labor rates mainly due to the demand for skilled clinical personnel and the effect of the increase in the number of newly opened centers, which are not yet at normal productivity levels.

General and administrative expenses. General and administrative expenses consist of those costs not specifically attributable to the dialysis centers, or the direct costs associated with our ancillary services and strategic initiatives, and include expenses for corporate and divisional administration, including centralized accounting, billing and cash collection functions, and regulatory compliance oversight. General and administrative expenses as a percentage of current period operating revenues were 9.3%, 9.3%, and 9.2% in 2007, 2006, and 2005, respectively. The absolute dollar increase in general and administrative expense for 2007 was primarily due to higher labor costs, professional fees for legal and compliance initiatives and government investigations, stock-based compensation expense under SFAS No. 123(R), and the timing of certain expenditures, partially offset by lower integration costs related to the DVA Renal Healthcare acquisition. The absolute dollar increase in general and administrative expense for 2006 was primarily due to higher labor and benefit costs, professional fees for legal and compliance initiatives and government investigations, integration costs associated with the DVA Renal Healthcare acquisition and stock-based compensation expense under SFAS No. 123(R).

Depreciation and amortization. Depreciation and amortization was approximately 4% of current period operating revenues for each of the past three years. The absolute dollar increase in depreciation and amortization in 2007 was primarily due to additional centers from acquisitions and newly opened centers. The absolute dollar increase in 2006 was also due to additional centers from acquisitions and newly opened centers, as well as amortization of intangible assets associated with the DVA Renal Healthcare acquisition, offset by the amortization of the Alliance and Product Supply Agreement as described below.

Provision for uncollectible accounts. The provision for uncollectible accounts receivable was 2.6% for 2007 and 2006 and is expected to remain stable in 2008. The provision for uncollectible accounts receivable was approximately 2.1% of current period operating revenues for the full year 2005.

Minority interests and equity income, net. Minority interests net of equity income increased by approximately $10 million in 2007, and increased by approximately $14 million in 2006. The increases for both years were primarily due to an increase in new dialysis centers having minority partners, growth in the earnings of our joint ventures and an increase in non-wholly-owned subsidiaries.

Product Supply Agreement. We entered into an Alliance and Product Supply Agreement (Product Supply Agreement) with Gambro AB and Gambro Renal Products, Inc. on October 5, 2005, in conjunction with our acquisition of DVA Renal Healthcare. The agreement committed us to purchase a significant majority of our hemodialysis products, supplies and equipment at fixed prices through 2015. The agreement was amended on August 25, 2006 (the Amended Product Supply Agreement) to reduce our purchase obligations for certain hemodialysis product supplies and equipment and to allow for the termination of purchase obligations for certain equipment then affected by an import ban issued by the U.S. Food and Drug Administration (FDA) if the import ban was not lifted by June 30, 2007.

As a result of the reductions in the amount of purchase obligations required under the Amended Product Supply Agreement, we recorded a net valuation gain of $38 million during 2006. This valuation gain represents the difference in the amortized original fair value between the Product Supply Agreement and that of the Amended Product Supply Agreement, as of the effective date of the amendment.

On July 2, 2007, we notified Gambro Renal Products, Inc. that we were electing to be permanently relieved of our obligation under the Amended Product Supply Agreement to purchase dialysis machines (the Affected Products) because the Affected Products remained subject to the FDA import ban after June 30, 2007. All other

purchase obligations under the Amended Product Supply Agreement, which continues to require us to purchase a significant majority of our hemodialysis non-equipment product supplies, such as dialyzers, at fixed prices, remain in place.

As a result of the termination of our purchase obligations for the Affected Products, we recorded a net valuation gain of $55 million in 2007. This valuation gain represents the difference in the amortized original fair value of the Amended Product Supply Agreement and that of the Amended Product Supply Agreement as adjusted for the termination of the Affected Products as of June 30, 2007.

Impairments and valuation adjustments. We perform impairment or valuation reviews for our property and equipment, amortizable intangibles, investments in and advances to third-party dialysis businesses, and our ancillary services and strategic initiatives at least annually and whenever a change in condition indicates that a review is warranted. Such changes include shifts in our business strategy or plans, the quality or structure of our relationships with our partners, or when a center experiences deteriorating operating performance. Goodwill is also assessed at least annually for possible valuation impairment using fair value methodologies. No significant impairments or valuation adjustments were recognized during the periods presented.

Debt expense

Debt expense for 2007, 2006, and 2005 consisted of interest expense of approximately $243 million, $263 million, and $134 million, respectively, amortization of deferred financing costs of approximately $10 million in 2007, $10 million in 2006, and $5 million in 2005, and in 2007 and 2006, included the write-off of approximately $4 million and $3 million of deferred financing costs associated with the principal prepayments on our term loans. The decrease in interest expense in 2007 as compared to 2006 was primarily attributable to lower average outstanding principal balances during 2007 under our Senior Secured Credit Facilities, as a result of principal prepayments, and decreases in the LIBOR-based variable interest rates on the unhedged portion of our debt. Our overall weighted average interest rate in 2007 was 6.49% as compared to 6.64% in 2006. The increase in interest expense in 2006 as compared to 2005 was primarily attributable to additional borrowings outstanding during 2006 under our Senior Secured Credit Facilities, the increase in the average outstanding balances of our senior and senior subordinated notes, which were issued in March 2005, and increases in the LIBOR-based variable interest rates on the unhedged portion of our debt.

Other income

Other income, net was approximately $22 million, $13 million, and $9 million for 2007, 2006, and 2005, respectively, consisted principally of interest income. The increase in other income in 2007 and 2006 was primarily due to an increase in our cash and investments. The increase in 2007 was also due to gains on sale of investments.

Provision for income taxes

The provision for income taxes for 2007 represented an effective annualized tax rate of 39.2%, compared with 39.2% and 37.4% in 2006 and 2005, respectively. The changes in the effective tax rates in 2006 were primarily due to state income taxes and tax valuation allowance adjustments. We currently project that the effective income tax rate for 2008 will be in the range of 39.0% to 40.0%.

Accounts receivable

Our accounts receivable balances at December 31, 2007 and 2006 represented approximately 66 and 70 days of revenue, respectively, net of bad debt provision. The relative decrease in the days of net revenue in accounts receivable as of December 31, 2007 was a result of improved cash collections.

As of December 31, 2007 approximately $23 million in unreserved accounts receivable, representing approximately 2% of our total accounts receivable balance, were more than six months old. There were no significant unreserved balances over one year old. Approximately 1% of our treatments are classified as "patient pay". Virtually all revenue realized is from government and commercial payors, as discussed above.

Amounts pending approval from third-party payors as of December 31, 2007 and 2006, other than the standard monthly processing, consisted of approximately $31 million and $16 million, respectively, associated with Medicare bad debt claims, classified as "other receivables". Currently, our Medicare bad debt claims are typically paid to us before the Medicare fiscal intermediary audits the claims. However, the payment received from Medicare is subject to adjustment based upon the actual results of the audits. Such audits typically occur one to four years after the claims are filed. As a kidney dialysis provider, our revenue is not subject to cost report settlements except for potentially limiting the collectibility of Medicare bad debt claims.

DVA Renal Healthcare acquisition

On October 5, 2005, we completed our acquisition of DVA Renal Healthcare, Inc. from Gambro, Inc. under a stock purchase agreement dated December 6, 2004, for $3.06 billion. DVA Renal Healthcare was one of the largest dialysis service providers in the United States, operating 566 outpatient dialysis centers serving approximately 43,000 patients and generating annual revenues of approximately $2 billion. The operating results of DVA Renal Healthcare are included in our consolidated financial statements from October 1, 2005.

Divestitures per Federal Trade Commission Consent Order. As a condition of completing the DVA Renal Healthcare acquisition, we were required by the Federal Trade Commission to divest a total of 69 outpatient dialysis centers and to terminate two management services agreements. On October 6, 2005, DaVita and DVA Renal Healthcare completed the sale of 71 outpatient renal dialysis centers, and terminated the two management services agreements. In addition, effective January 1, 2006, we completed the sale of three additional centers to Renal Advantage, Inc. that were previously pending state regulatory approval in Illinois. We received total cash consideration of approximately $330 million for all of the centers divested and used approximately $13 million to purchase the minority interest ownership of a joint venture, to distribute a minority owner's share of the sale proceeds, and to pay related transaction costs. We also paid related income taxes of approximately $85 million on these divestitures during the first quarter of 2006. As part of this transaction, Renal Advantage assumed specific liabilities related to the centers and all other liabilities were retained by us. See Note 19 to the Consolidated Financial Statements.

The operating results of the historical DaVita divested centers are accounted for as discontinued operations in our consolidated financial statements for 2005.

Liquidity and capital resources

Available liquidity. As of December 31, 2007 our cash balance was $447 million and we had undrawn Senior Secured Credit Facilities totaling $250 million, of which approximately $41 million was committed for outstanding letters of credit. We also had other undrawn revolving lines of credit totaling $7.2 million associated with several of our joint ventures. We believe that we will have sufficient liquidity, operating cash flows and access to borrowings to fund our scheduled debt service and other obligations for the foreseeable future. Our primary sources of liquidity are cash from operations and cash from borrowings.

Cash flow from operations during 2007 amounted to $533 million, compared with $520 million for 2006. Cash flow from operations in 2007 included cash interest payments of approximately $245 million and cash tax payments of $206 million. Cash flow from operations in 2006 included an income tax payment of approximately $85 million associated with the divestiture of certain centers in conjunction with the DVA Renal Healthcare acquisition, and cash interest payments of $272 million and other cash tax payments of $125 million. Non-operating cash outflows in 2007 included $272 million for capital asset expenditures, including $162 million for new center developments and relocations, and an additional $127 million for acquisitions.

During 2007 we also received $37 million from the maturity and sale of investments as well as an additional $88 million associated with stock option exercises and other share issuances and the related excess tax benefits. We also repurchased 0.1 million shares of our common stock for approximately $6.4 million. Non-operating cash outflows in 2006 included $263 million for capital asset expenditures, including $143 million for new center developments and relocations, and an additional $87 million for acquisitions. In 2006, we received approximately $22 million for the sale of discontinued operations and asset sales. During 2007, we acquired a total of 16 dialysis centers, opened 64 new dialysis centers, sold or closed 6 centers, and discontinued providing management and administrative services to 21 centers. We also acquired a 50% noncontrolling ownership interest in a joint venture that operates six dialysis centers. During 2006 we acquired a total of 26 dialysis centers, including two centers that we previously held a minority owned interest, opened 55 new dialysis centers and divested, sold or closed 14 centers.

We currently expect to spend approximately $120 million for general maintenance capital asset expenditures in 2008, and approximately $200 million for new center development, relocations and center acquisitions. Our current projections include opening approximately the same number of centers in 2008 that we opened in 2007. We expect to generate approximately $480 million to $530 million of operating cash flow in 2008.

2007 capital structure changes and other capital items.

Our Senior Secured Credit Facilities are guaranteed by substantially all of our direct and indirect wholly-owned subsidiaries and are secured by substantially all of our and our subsidiary guarantors' assets. The Senior Secured Credit Facilities also contain customary affirmative and negative covenants and require compliance with financial covenants, including an interest rate coverage ratio and a leverage ratio that determines the interest rate margins on term loan A and the revolving line of credit. The Senior Secured Credit Facilities in general also contain limits on the general amount of capital expenditures for internal growth, acquisitions and capital improvements, see discussion below, as well as limits on the amount of tangible net assets for non-guarantor subsidiaries.

During 2007, we made principal payments totaling $50 million on term loan A and $400 million on term loan B. The term loan B payment was made from the proceeds of issuing new senior notes as discussed below. These principal payments were prepayments. As a result of the principal prepayment made in 2007 we wrote off a total of $4.4 million of deferred financing costs, which is included in debt expense.

Term Loan A

On February 27, 2007, our interest rate margin on term loan A was reduced by 0.25% as a result of achieving certain financial ratios as defined in the Senior Secured Credit Facilities. Term loan A currently bears interest at LIBOR plus a margin of 1.50%, for an overall effective rate of 6.35% at December 31, 2007. The interest rate margin is subject to adjustment depending upon certain financial conditions and could range from 1.50% to 2.25%. Term loan A matures in October 2011 and requires annual principal payments of $14.9 million in 2008, $61.3 million in 2009, $87.5 million in 2010 and $65.6 million in 2011, respectively.

Term Loan B

On February 23, 2007, we amended and restated our existing Senior Secured Credit Facilities to, among other things, reduce the interest rate margin on term loan B by 0.50%, and to amend certain financial covenants. The amended term loan B bears interest at LIBOR plus a margin of 1.50%, for an overall effective rate of 5.80%, including the impact of our swap agreements, except for the forward interest rate swap agreements, as of December 31, 2007. Other terms that were changed included the amount by which we can elect to increase the revolving and term loan commitments from $500 million to $750 million and certain limitations on purchases, redemptions or acquisitions of capital stock, the payment of dividends and distributions in cash. Further,

limitations on capital expenditures for internal growth will not apply during the periods in which our leverage ratio is less than 3.5:1. Our leverage ratio as of December 31, 2007 was less than 3.5:1. We incurred financing costs of $1.8 million which were deferred and also expensed $0.2 million of other costs in connection with this transaction. Term loan B matures in October 2012 and requires principal payments of $1.7 billion in year 2012.

Senior and Senior Subordinated Notes

On February 23, 2007, we issued $400 million of 6⅝% senior notes due 2013 in a private offering, realizing $405 million in proceeds, which included a $5 million premium, and incurred $2.7 million in related deferred financing costs. These senior notes are part of the same series of debt securities as the $500 million aggregate principal amount of 6⅝% senior notes that were issued in March 2005. The effective interest rate for the $400 million of 6⅝% senior notes is 6.45%. The senior notes are guaranteed by substantially all of our direct and indirect wholly-owned subsidiaries and require semi-annual interest payments which began March 15, 2007. The senior notes may be redeemed by us in whole or part at any time on or after March 15, 2009, at certain specified prices. We used $400 million of these proceeds to pay down our term loan B as discussed above.

Our senior and senior subordinated notes, as of December 31, 2007, consisted of $900 million of 6⅝% senior notes due 2013 and $850 million of 7¼% senior subordinated notes due 2015. The notes are guaranteed by substantially all of our direct and indirect wholly-owned subsidiaries and require semi-annual interest payments in March and September. We may redeem some or all of the senior notes at any time as described above and some or all of the senior subordinated notes at any time on or after March 15, 2010.

Interest rate swaps

As of December 31, 2007, we maintained a total of nine interest rate swap agreements with amortizing notional amounts totaling $968 million. These agreements had the economic effect of modifying the LIBOR-based variable interest rate on an equivalent amount of our debt to fixed rates ranging from 3.08% to 4.27%, resulting in an overall weighted average effective interest rate of 5.37% on the hedged portion of our Senior Secured Credit Facilities, including the term loan B margin of 1.50%. The swap agreements expire in 2008 through 2010 and require quarterly interest payments. In addition, we maintain two forward interest rate swap agreements with notional amounts totaling $200 million. These forward interest rate swaps will have the economic effect of modifying the LIBOR-based interest rates to fixed rates of 4.05% and 4.70% on our term loan B outstanding debt. These forward interest rate swaps agreements take effect September 30, 2008, require quarterly interest payments beginning in December 2008, and expire in 2010. During 2007, 2006, and 2005 we accrued net cash benefits (obligations) of approximately $14.5 million, $15.8 million, and $(0.3) million, respectively from these swaps, which are included in debt expense. During 2005, we also incurred additional net cash obligations of $1.5 million from these swaps, which is included in swap valuation gains. We estimate that approximately $0.5 million of existing unrealized pre-tax losses in other comprehensive income at December 31, 2007 will be reclassified into income in 2008. As of December 31, 2007 and 2006, the total fair value of these swaps was a net liability of $0.5 million, and an asset of $29.5 million, respectively. The 2007 amount was primarily included in other long-term liabilities and the 2006 amount was primarily included in other long-term assets. Also during 2007 and 2006, we recorded $16.0 million and $1.8 million, respectively, net of tax, as reductions to other comprehensive income for valuation losses, net of amounts reclassified into income.

As of December 31, 2007, we had approximately 50% of our variable rate debt and approximately 74% of our total debt economically fixed.

As a result of the swap agreements, our overall effective weighted average interest rate on the Senior Secured Credit Facilities was 5.90%, based upon the current margins in effect of 1.50%, as of December 31, 2007.

At December 31, 2007, our overall average effective interest rate was 6.37%.

NxStage Agreement

On February 7, 2007, we entered into a National Provider Agreement with NxStage, Inc. The agreement provides us the ability to purchase NxStage home-based hemodialysis products at a potential discount depending upon the achievement of certain volume targets. The agreement has an initial term of three years, terminating on December 31, 2009, and may be extended in six-month increments up to two additional years if certain volume targets are met. As a part of the agreement, we purchased outright all of our NxStage System One equipment then in use for $5.1 million, and will purchase a majority of our future home-based hemodialysis equipment and supplies from NxStage. In connection with the provider agreement, we purchased two million shares of NxStage common stock in a private placement offering for $20 million, representing an ownership position of approximately 7%. We subsequently sold our NxStage Inc. shares, in the second and third quarters of 2007 for approximately $25.9 million and recognized a pre-tax gain of $5.9 million or $3.6 million after tax. This pre-tax gain is included in other income.

Stock-based compensation and other equity matters

Effective January 1, 2006, we implemented Statement of Financial Accounting Standards (SFAS) No. 123(R) *Share-Based Payment*, which requires the measurement and recognition of cost for all stock-based awards made to employees and directors, including stock options, stock appreciation rights, stock units, and discounted employee stock purchases. Under SFAS No. 123(R) our stock-based compensation awards are measured at estimated fair value on the date of grant and recognized as compensation expense over their requisite service periods. SFAS No. 123(R) supersedes our previous accounting under Accounting Principles Board Opinion (APB) No. 25 *Accounting for Stock Issued to Employees*, under which we did not recognize compensation expense for most of our stock options. In March 2005, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 107 relating to the application of SFAS No. 123(R), and we have applied the provisions of SAB No. 107 in our adoption of SFAS No. 123(R).

We implemented SFAS No. 123(R) using the modified prospective transition method. In accordance with this method, our consolidated financial statements for periods prior to fiscal year 2006 have not been restated to reflect this change. SFAS No. 123(R) also requires that tax benefits realized from stock award exercise gains in excess of stock-based compensation expense recognized for financial statement purposes be reported on a prospective basis as cash flows from financing activities rather than as operating cash flows. We also elected to use the method available under Financial Accounting Standards Board, or FASB, Staff Position FSP No. 123(R)-3 *Transition Election Related to Accounting for the Tax Effects of Share-Based Payment Awards*, which provides an alternative method for calculating historical excess tax benefits from the method described in SFAS No. 123(R) for stock-based compensation awards.

Under SFAS No. 123(R), stock-based compensation recognized during a period is based on the estimated grant-date fair value of the portion of the stock-based award vesting during that period, adjusted for expected forfeitures. Stock-based compensation recognized in our consolidated financial statements for 2007 and 2006 includes compensation cost for stock-based awards granted prior to, but not fully vested as of, December 31, 2005 and subsequent stock-based awards granted through December 31, 2006 and 2007. Prior to 2006, we recognized the effect of stock unit forfeitures as they occurred, and the effect of transitioning to recognition of expense based on expected forfeitures was insignificant. Shares issued upon exercise of stock awards are generally issued from shares in treasury. We have utilized the Black-Scholes-Merton valuation model for estimating the fair value of stock options and stock-settled stock appreciation rights granted in 2007, 2006 and all prior periods.

For the years ended December 31, 2007 and 2006, we recognized $34.1 million and $26.4 million, respectively, in stock-based compensation expense for stock options, stock-settled stock appreciation rights, stock units and discounted employee stock plan purchases, which is primarily included in general and administrative expenses in continuing operations. The estimated tax benefits recorded for this stock-based compensation in 2007 and 2006 were $12.8 million and $9.7 million, respectively. As of December 31, 2007, there was $78.6 million of total estimated unrecognized compensation cost related to nonvested stock-based compensation arrangements under our equity compensation and stock purchase plans. We expect to recognize this cost over a weighted average remaining period of 1.6 years.

During the years ended December 31, 2007 and 2006, we received $54.7 million and $37.9 million, respectively, in cash proceeds from stock option exercises and $32.8 million and $40.4 million, respectively, in total actual tax benefits upon the exercise of stock awards.

On May 29, 2007, our stockholders approved an amendment to our Amended and Restated Certificate of Incorporation, to increase the number of shares of authorized common stock from 195,000,000 to 450,000,000 shares. Our stockholders also approved an amendment and restatement of our Employee Stock Purchase Plan to increase the number of shares of common stock available for issuance under that plan by 800,001 shares, and approved an amendment and restatement of our 2002 Equity Compensation Plan to increase the number of shares of common stock available for issuance under that plan by 6,000,000 shares and, among other things, to remove certain available share recycling features, to change the limit on the maximum number of shares of common stock that may be subject to awards granted to any single recipient in any consecutive twenty-four month period so that it applies only to awards of stock options and stock appreciation rights, and to provide additional exceptions from the three year minimum vesting period generally applicable to grants of restricted stock units and other full share awards.

2006 capital structure changes. During 2006, we made principal payments totaling $62 million on our term loan A and $338 million on term loan B which included mandatory principal payments of $35 million and $24.5 million respectively. All of the mandatory principal payments were paid in advance of the scheduled payment dates in 2006. As a result of the principal prepayment made in 2006, we wrote-off approximately $3.3 million of deferred financing costs, which is included in debt expense.

On March 1, 2006, our interest rate margins on our term loan A and term loan B were reduced by 0.25% as a result of achieving certain financial ratios as defined in the Senior Secured Credit Facilities. At December 31, 2006, the term loan A interest rate was based on LIBOR plus 1.75% and the term loan B interest rate was based on LIBOR plus 2.00%. The margins were subject to adjustment depending upon changes in our financial ratios and could have ranged from 1.50% to 2.25% for the revolving line of credit and term loan A, and 2.00% to 2.25% for term loan B.

As of December 31, 2006, our senior and senior subordinated notes consisted of $500 million of 6 $^{5}/_{8}$% senior notes due 2013 and $850 million of 7 $^{1}/_{4}$% senior subordinated notes due 2015. The notes are guaranteed by substantially all of our direct and indirect wholly-owned subsidiaries and require semi-annual interest payments. We may redeem some or all of the senior notes at any time on or after March 15, 2009 and some or all of the senior subordinated notes at any time on or after March 15, 2010.

As of December 31, 2006, we maintained a total of nine interest rate swap agreements, with amortizing notional amounts totaling $1,341 million. These agreements had the economic effect of modifying the LIBOR-based variable interest rate on an equivalent amount of our debt to fixed rates ranging from 3.08% to 4.27%, resulting in a weighted average effective interest rate of 5.88%, on the hedged portion of our Senior Secured Credit Facilities, including the term loan B margin of 2.00%. The swap agreements require quarterly interest payments, bear amortizing notional amounts, and expire in 2008 through 2010.

As of December 31, 2006, the interest rates were economically fixed on approximately 56% of our variable rate debt and approximately 72% of our total debt.

As a result of the swap agreements at December 31, 2006, our overall effective weighted average interest rate on our Senior Secured Credit Facilities was 6.61%, based upon the current margins in effect ranging from 1.75% to 2.00%, and our overall average effective interest rate was 6.76%.

Off-balance sheet arrangements and aggregate contractual obligations

In addition to the debt obligations reflected on our balance sheet, we have commitments associated with operating leases, letters of credit and our investments in third-party dialysis businesses. Substantially all of our facilities are leased. We have potential acquisition obligations for several jointly-owned centers and for some of our non-wholly-owned subsidiaries, in the form of put provisions, which are exercisable at the third-party owners' future discretion. These put provisions, if exercised, would require us to purchase the third-party owners' interests at either the appraised fair market value or a predetermined multiple of earnings or cash flow attributable to the equity interest put to us, which approximates fair value. We also have potential cash commitments to provide operating capital advances as needed to several other third-party owned centers, noncontrolling-owned centers and physician–owned vascular access clinics that we operate under administrative services agreements.

The following is a summary of these contractual obligations and commitments as of December 31, 2007 (in millions):

	Less Than 1 year	1-3 years	3-5 years	After 5 years	Total
Scheduled payments under contractual obligations:					
Long-term debt	$ 22	$152	$1,772	$1,750	$3,696
Interest payments on senior and senior subordinated notes	121	243	243	183	790
Capital lease obligations	1	1	1	4	7
Operating leases	170	288	223	336	1,017
FIN No. 48 tax liabilities	4	9	4	—	17
	$318	$693	$2,243	$2,273	$5,527
Potential cash requirements under existing commitments:					
Letters of credit	$ 41				$ 41
Acquisition of dialysis centers	131	99	54	46	330
Working capital advances to third-parties under administrative services agreements	18				18
	$190	$ 99	$ 54	$ 46	$ 389

Not included above are interest payments related to our Senior Secured Credit Facilities. Our Senior Secured Credit Facilities as of December 31, 2007 bear interest at LIBOR plus current margins of 1.50%. The term loan A and the revolving line of credit are adjustable depending upon our achievement of certain financial ratios. At December 31, 2007, our Senior Secured Credit Facilities had an overall effective weighted average interest rate of 5.90%, including the effects of our swap agreements. Interest payments are due at the maturity of specific debt tranches within each term loan, which can range in maturity from one month to twelve months. Future interest payments will depend upon the amount of mandatory principal payments and principal prepayments, as well as changes in the LIBOR-based interest rates and changes in the interest rate margins. Assuming no principal prepayments on our Senior Secured Credit Facilities during 2008 and no changes in the effective interest rate, approximately $116 million of interest would be required to be paid in 2008.

Our Amended Alliance and Product Supply Agreement with Gambro AB and Gambro Renal Products, Inc. (the Amended Product Supply Agreement) requires us to purchase a significant majority of certain hemodialysis products, supplies and equipment at fixed prices through 2015. On July 2, 2007, we notified Gambro Renal Products, Inc. that we were electing to be permanently relieved of our purchase obligation under the Amended

Product Supply Agreement to purchase dialysis machines (the Affected Products) because the Affected Products remained subject to an FDA import ban after June 30, 2007. Our total expenditures for the years ended December 31, 2007 and 2006 on products under the Amended Product Supply Agreement were approximately 2% and 4%, respectively, of our total operating costs. The actual amount of purchases in future years under the Amended Product Supply Agreement will depend upon a number of factors, including the operating and capital requirements of our centers, the number of centers we acquire, growth of our existing centers, and Gambro Renal Products' ability to meet our needs. See Note 19 to the consolidated financial statements.

Settlements of approximately $11.0 million of existing FASB Interpretation 48 (FIN 48) liabilities are excluded from the above table as reasonably reliable estimates of their timing cannot be made.

Contingencies

The majority of our revenues are from government programs and may be subject to adjustment as a result of: (1) examination by government agencies or contractors, for which the resolution of any matters raised may take extended periods of time to finalize; (2) differing interpretations of government regulations by different fiscal intermediaries or regulatory authorities; (3) differing opinions regarding a patient's medical diagnosis or the medical necessity of services provided; and (4) retroactive applications or interpretations of governmental requirements. In addition, our revenues from commercial payors may be subject to adjustment as a result of potential claims for refunds, as a result of government actions or as a result of other claims by commercial payors.

United States Attorney inquiries

In February 2007, we received a request for information from the Office of Inspector General, U.S. Department of Health and Human Services, or OIG, for records relating to Epogen®, or EPO, claims submitted to Medicare. In August 2007, we received a subpoena from the OIG seeking similar documents. The requested documents relate to services provided from 2001 to 2004 by a number of our centers. The request and subpoena were sent from the OIG's offices in Houston and Dallas, Texas. We are cooperating with the inquiry and are producing the requested records. We have been in contact with the United States Attorney's Office, or U.S. Attorney's Office, for the Eastern District of Texas, which has stated that this is a civil inquiry related to EPO claims. There appears to be substantial overlap between this issue and the ongoing review of EPO utilization and claims by the U.S. Attorney's Office, for the Eastern District of Missouri in St. Louis described below. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena will continue to require management's attention and significant legal expense. Any negative findings could result in substantial financial penalties against us and exclusion from future participation in the Medicare and Medicaid programs.

On March 4, 2005, we received a subpoena from the U.S. Attorney's Office for the Eastern District of Missouri in St. Louis. The subpoena requires production of a wide range of documents relating to our operations, including documents related to, among other things, pharmaceutical and other services provided to patients, relationships with pharmaceutical companies, and financial relationships with physicians and joint ventures. The subpoena covers the period from December 1, 1996 through the present. In October 2005, we received a follow-up request for additional documents related to specific medical director and joint venture arrangements. In February 2006, we received an additional subpoena for documents, including certain patient records relating to the administration and billing of EPO. In May 2007, we received a request for documents related to durable medical equipment (DME) and supply companies owned and operated by us. We are producing documents and providing information to the government. We are also cooperating, and intend to continue to cooperate, with the government's investigation, including by participating in discussions and meetings with the government. The subpoenas have been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against us in connection with this inquiry. Any negative findings could result in

substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as this to continue for a considerable period of time. Responding to the subpoenas will continue to require management's attention and significant legal expense.

On October 25, 2004, we received a subpoena from the U.S. Attorney's Office for the Eastern District of New York in Brooklyn. The subpoena covers the period from 1996 to present and requires the production of a wide range of documents relating to our operations, including DaVita Laboratory Services. Gambro Healthcare received a similar subpoena in November 2004. The subpoena also includes specific requests for documents relating to testing for PTH levels and to products relating to vitamin D therapies. The subpoena has been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against us in connection with this inquiry. Any negative findings could result in substantial financial penalties against us, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. Other participants in the dialysis industry received a similar subpoena, including Fresenius Medical Group. To our knowledge, no proceedings have been initiated against us at this time. Although we cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena may continue to require management's attention and significant legal expense.

Other

We have received several notices of claims from commercial payors and other third parties related to historical billing practices and claims against DVA Renal Healthcare (formerly known as Gambro Healthcare) related to historical Gambro Healthcare billing practices and other matters covered by their settlement agreement with the Department of Justice. At least one commercial payor has filed an arbitration demand against us, as described below, and additional commercial payors have threatened litigation. We intend to defend against these claims vigorously; however, we may not be successful and these claims may lead to litigation and any such litigation may be resolved unfavorably. Although the ultimate outcome of these claims cannot be predicted at this time, an adverse result in excess of our established reserves, with respect to one or more of these claims could have a material adverse effect on our business, financial condition, results of operations and liquidity.

In December 2007, we entered into a Settlement Agreement with the State of New York to resolve certain billing issues that had been the subject of inquiry by the New York Attorney General's Medicaid Fraud Control Unit, or MFCU. We had received several informal inquiries from representatives of the MFCU regarding billing practices for facilities managed by us in New York. The Settlement Agreement covers numerous dialysis facilities in New York for which we, through our subsidiaries, provide administrative services. We paid approximately $1.5 million in settlement, which included the amount of the overpayments by the New York Medicaid program plus interest; no fines or penalties were assessed.

In October 2007, we were contacted by the Attorney General's Office for the State of Nevada. The Attorney General's Office informed us that it was conducting a criminal investigation of our operations in Nevada and that the investigation related to the billing of pharmaceuticals, including EPO. On February 8, 2008, the Attorney General's Office informed us that the criminal investigation has been discontinued. The Attorney General's Office further advised us that Nevada Medicaid intends to conduct audits of ESRD providers in Nevada, including us, and that such audits will relate to the issues that were the subjects of the criminal investigation. Any negative findings could result in substantial financial penalties against us and exclusion from future participation in the Medicare and Medicaid programs. To our knowledge, no proceedings have been initiated against us at this time.

On August 28, 2007, Sheet Metal Workers National Health Fund and Glenn Randle filed a complaint in the United States District Court for the Central District of California against us. The complaint also names as

defendants Amgen, Inc. and Fresenius Medical Care Holdings, Inc. The complaint is styled as a class action and alleges four claims against us, including violations of the federal RICO statute, California's unfair competition law, California's false advertising law and for unjust enrichment. The complaint's principal allegations against us are that the defendants engaged in a scheme to unlawfully promote the administration of EPO to hemodialysis patients intravenously, as opposed to subcutaneously, and to over-utilize EPO. We intend to vigorously defend against these claims. We also intend to vigorously oppose the certification of this matter as a class action. At this time, we cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

On August 8, 2005, Blue Cross/Blue Shield of Louisiana filed a complaint in the United States District Court for the Western District of Louisiana against Gambro AB, DVA Renal Healthcare (formerly Gambro Healthcare) and related entities. The plaintiff sought to bring its claims as a class action on behalf of itself and all entities that paid any of the defendants for health care goods and services from on or about January 1991 through at least December 2004. The complaint alleged, among other things, damages resulting from facts and circumstances underlying Gambro Healthcare's December 2004 settlement agreement with the Department of Justice and certain agencies of the United States Government. In March 2006, the case was dismissed and the plaintiff was compelled to seek arbitration to resolve the matter. In November 2006, the plaintiff filed a demand for class arbitration against us and DVA Renal Healthcare. We intend to vigorously defend against these claims. We also intend to vigorously oppose the certification of this matter as a class action. At this time, we cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

In June 2004, Gambro Healthcare was served with a complaint filed in the Superior Court of California by one of its former employees who worked for its California acute services program. The complaint, which is styled as a class action, alleges, among other things, that DVA Renal Healthcare (formerly Gambro Healthcare) failed to provide overtime wages, defined rest periods and meal periods, or compensation in lieu of such provisions and failed to comply with certain other California labor code requirements. We intend to vigorously defend against this claim. We also intend to vigorously oppose the certification of this matter as a class action. Although the ultimate outcome of these claims cannot be predicted, we do not expect that an unfavorable result, if any, would have a material adverse effect on our business, financial condition, liquidity or results of operations.

In addition to the foregoing, we are subject to claims and suits, including from time to time, contractual disputes and professional and general liability claims, as well as audits and investigations by various government entities, in the ordinary course of business. We believe that the ultimate resolution of any such pending proceedings, whether the underlying claims are covered by insurance or not, will not have a material adverse effect on our financial condition, results of operations or cash flows.

Critical accounting estimates and judgments

Our consolidated financial statements and accompanying notes are prepared in accordance with United States generally accepted accounting principles. These accounting principles require us to make estimates, judgments and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities, and contingencies. All significant estimates, judgments and assumptions are developed based on the best information available to us at the time made and are regularly reviewed and updated when necessary. Actual results will generally differ from these estimates. Changes in estimates are reflected in our financial statements in the period of change based upon on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Interim changes in estimates are applied prospectively within annual periods. Certain accounting estimates, including those concerning revenue recognition and accounts receivable, impairments of long-lived assets, accounting for income taxes, quarterly variable compensation accruals, purchase accounting valuation estimates and stock-based compensation are considered to be critical to evaluating and understanding our financial results because they involve inherently uncertain matters and their application requires the most difficult and complex judgments and estimates.

Revenue recognition and accounts receivable. There are significant estimating risks associated with the amount of revenue that we recognize in a reporting period. Payment rates are often subject to significant

uncertainties related to wide variations in the coverage terms of the more than 1,100 commercial healthcare plans under which we receive payments. In addition, ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues complicate the billing and collection process. Revenue recognition uncertainties inherent in our operations are addressed in AICPA Statement of Position (SOP) No. 00-1. As addressed in SOP No. 00-1, net revenue recognition and allowances for uncollectible billings require the use of estimates of the amounts that will actually be realized considering, among other items, retroactive adjustments that may be associated with regulatory reviews, audits, billing reviews and other matters.

Revenues associated with Medicare and Medicaid programs are recognized based on a) the payment rates that are established by statute or regulation for the portion of the payment rates paid by the government payor (e.g., 80% for Medicare patients) and b) for the portion not paid by the primary government payor, the estimated amounts that will ultimately be collectible from other government programs paying secondary coverage (e.g., Medicaid secondary coverage), the patient's commercial health plan secondary coverage, or the patient.

Commercial healthcare plans, including contracted managed-care payors, are billed at our usual and customary rates, however, revenue is recognized based on estimated net realizable revenue for the services provided. Net realizable revenue is estimated based on contractual terms for the patients under healthcare plans with which we have formal agreements, non-contracted healthcare plan coverage terms if known, estimated secondary collections, historical collection experience, historical trends of refunds and payor payment adjustments (retractions), inefficiencies in our billing and collection processes that can result in denied claims for payments, and regulatory compliance issues. Determining applicable primary and secondary coverage for our more than 107,000 patients at any point in time, together with the changes in patient coverages that occur each month, requires complex, resource-intensive processes. Collections, refunds and payor retractions typically continue to occur for up to three years and longer after services are provided.

We generally expect our range of dialysis revenue estimating risk to be within 1% of total revenue, which can represent as much as 6.0% of operating income. Changes in estimates are reflected in the then-current financial statements based on on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Changes in revenue estimates for prior periods are separately disclosed and reported if material to the current reporting period and longer term trend analyses, and have not been significant.

Lab service revenues for current period dates of services are recognized at the estimated net realizable amounts to be received.

Impairments of long-lived assets. We account for impairment of long-lived assets, which include property and equipment, investments in third-party dialysis businesses, amortizable intangible assets and goodwill, in accordance with the provisions of applicable accounting guidance. Impairment reviews are performed at least annually, and whenever a change in condition occurs which indicates that the carrying amounts of assets may not be recoverable.

Such changes include changes in our business strategies and plans, changes in the quality or structure of our relationships with our partners and deteriorating operating performance of individual dialysis centers. We use a variety of factors to assess the realizable value of assets depending on their nature and use. Such assessments are primarily based upon the sum of expected future undiscounted net cash flows over the expected period the asset will be utilized, as well as market values and conditions. The computation of expected future undiscounted net cash flows can be complex and involves a number of subjective assumptions. Any changes in these factors or assumptions could impact the assessed value of an asset and result in an impairment charge equal to the amount by which its carrying value exceeds its actual or estimated fair value.

Accounting for income taxes. We estimate our income tax provision to recognize our tax expense for the current year, and our deferred tax liabilities and assets for future tax consequences of events that have been recognized in our financial statements, measured using enacted tax rates and laws expected to apply in the periods when the deferred tax liabilities or assets are expected to be realized. In accordance with Financial Accounting Standards Board Interpretation 48 (FIN 48) *Accounting for Income Tax Uncertainties*, which went effective January 1, 2007, we assess our tax positions on a more-likely-than-not criteria and also determine the actual amount of benefit to recognize in the financial statements. Deferred tax assets are assessed based upon the likelihood of recoverability from future taxable income and, to the extent that recovery is not likely, a valuation allowance is established. The allowance is regularly reviewed and updated for changes in circumstances that would cause a change in judgment about the realizability of the related deferred tax assets. These calculations and assessments involve complex estimates and judgments because the ultimate tax outcome can be uncertain and future events unpredictable.

Variable compensation accruals. We estimate variable compensation accruals quarterly based upon the annual amounts expected to be earned and paid out resulting from the achievement of certain teammate-specific and/or corporate financial and operating goals. Our estimates, which include compensation incentives for bonuses, and other awards, are updated periodically based on changes in our economic condition or cash flows that could ultimately impact the actual final award. Actual results reflected in each fiscal quarter may vary due to the subjectivity involved in anticipating fulfillment of specific and/or corporate goals, as well as the final determination and approval of amounts by our Board of Directors.

Purchase accounting valuation estimates. We make various assumptions and estimates regarding the valuation of tangible and intangible assets associated with our acquisitions. These assumptions can have a material effect on our balance sheet valuations and the related amount of depreciation and amortization expense that will be recognized in the future. Long-lived tangible and intangible assets are subject to our regular ongoing impairment assessments.

Stock-based compensation. We account for stock-based awards to employees and directors in accordance with the provisions of SFAS No. 123(R) *Share-Based Payments. Under SFAS No. 123(R),* stock-based compensation is recognized during a period based on the estimated grant-date fair value of the portion of the stock-based award vesting during that period, adjusted for expected forfeitures. Stock-based compensation recognized in our consolidated financial statements for the year ended December 31, 2007 and 2006 includes compensation costs for stock-based awards granted prior to, but not fully vested as of December 31, 2005, and stock-based awards granted in those years. We estimate the grant-date fair value of stock awards using complex option pricing models that rely heavily on estimates from us about uncertain future events, including the expected term of the awards, the expected future volatility of our stock price, and expected future risk-free interest rates.

Significant new accounting standards

On January 1, 2008, we adopted SFAS No. 157 *Fair Value Measurements* except for the nonfinancial assets and liabilities that are subject to a one-year deferral allowed by FASB Staff Position (FSP) FAS157-2 *Effective Date of FASB Statement No. 157*. This standard establishes a framework for measuring fair value and also requires additional disclosures about fair value measurements. The standard applies to assets and liabilities that are carried at fair value on a recurring basis. On February 12, 2008, FSP FAS157-2 was issued delaying the effective date of SFAS No. 157 until fiscal years beginning after November 15, 2008 for nonfinancial assets and liabilities that are not recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). The implementation of this standard relating to the assets and liabilities carried at fair value on a recurring basis is not expected to have a material impact on our consolidated financial statements.

On January 1, 2008, we adopted SFAS No. 159 *Fair Value Option for Financial Assets and Financial Liabilities, including an amendment of SFAS No. 115.* This standard allows companies the alternative to measure

certain financial assets and liabilities at fair value on an instrument-by-instrument basis that are currently not required to be measured at fair value. The standard is also designed to reduce the volatility in earnings caused by measuring related assets and liabilities differently and establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities. The implementation of this standard is not expected to have a material impact on our consolidated financial statements.

In December 2007, the FASB issued Statement No. 141(R) *Business Combinations,* which replaces SFAS No. 141 *Business Combinations*. This standard requires all business combinations to be accounted for under the acquisition method (previously referred to as the purchase method). Under the acquisition method, the acquirer recognizes the assets acquired, the liabilities assumed, contractual contingencies, as well as any noncontrolling interest in the acquiree at their fair values at the acquisition date. Noncontractual contingencies are recognized at the acquisition date at their fair values only if it is more likely than not that they meet the definition of an asset or a liability in FASB Concepts Statement No. 6 *Elements of Financial Statements.* Transaction costs are excluded from the acquisition accounting and will be expensed as incurred. Any contingent consideration included by the acquirer as part of the purchase price must also be measured at fair value at the acquisition date and will be classified as either equity or a liability. This standard also requires a company that obtains control but acquires less than 100% of an acquiree to record 100% of the fair value of the acquiree assets, liabilities, and noncontrolling interests at the acquisition date. This standard is effective for periods beginning on or after December 15, 2008. We are currently in the process of assessing the expected impact of this standard on our consolidated financial statements.

In December 2007, the FASB issued Statement No. 160 *Noncontrolling Interests in Consolidated Financial Statements*, which amends Accounting Research Bulletin, No. 51 *Consolidated Financial Statements.* This standard requires noncontrolling interests to be treated as a separate component of equity, but apart from the parent's equity and not as a liability, or an item outside of equity. This will eliminate diversity that currently exists in accounting for transactions between an entity and its noncontrolling interests. This standard also specifies that consolidated net income attributable to the parent and to the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of income, and that changes in the parent's ownership interest while it retains a controlling financial interest should be accounted for as equity transactions. This standard also expands disclosures in the financial statements to include a reconciliation of the beginning and ending balances of the equity attributable to the parent and the noncontrolling owners and a schedule showing the effects of changes in a parent's ownership interest in a subsidiary on the equity attributable to the parent. This standard is effective for periods beginning on or after December 15, 2008. We are currently in the process of assessing the expected impact of this standard on our consolidated financial statements.

On January 1, 2007, we adopted the provisions of FASB Interpretation 48 (FIN 48) *Accounting for Income Tax Uncertainties*, which clarifies the accounting for uncertainty in income taxes recognized in financial statements in accordance with SFAS Statement No. 109 *Accounting for Income Taxes*. The Interpretation prescribes a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the financial statements. In making this assessment, a company must determine whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based solely on the technical merits of the position and must assume that the tax position will be examined by the appropriate taxing authority that would have full knowledge of all relevant information. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the financial statements. In addition, the recognition threshold of more-likely-than-not must continue to be met in each reporting period to support continued recognition of the tax benefit. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold should be derecognized in the financial reporting period in which that threshold is no longer met. See note 12 to the consolidated financial statements for the impact of adopting this interpretation.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Interest rate sensitivity

The tables below provide information about our financial instruments that are sensitive to changes in interest rates. For our debt obligations the table presents principal repayments and current weighted average interest rates on our debt obligations as of December 31, 2007. The variable rates presented reflect the weighted average LIBOR rates plus margins in effect at the end of 2007 including the economic effects of our swap agreements. Term loan A and revolving line of credit interest rate margins are subject to adjustment depending upon changes in certain of our financial ratios including a leverage ratio. The margins currently in effect at December 31, 2007 were 1.50%. For our interest rate swap agreements, the table below presents the notional amounts by contract maturity date and the related interest rate terms of the agreements (to pay fixed rates, and to receive LIBOR).

	Expected maturity date							Fair Value	Average interest rate
	2008	2009	2010	2011	2012	Thereafter	Total		
	(dollars in millions)								
Long-term debt:									
Fixed rate	$ 4	$ 1	$ 1	$ 1	$ 0	$1,753	$ 1,760	$ 1,755	6.89%
Variable rate	$ 20	$ 63	$ 88	$ 66	$1,706	$ —	$ 1,943	$ 1,943	5.91%

	Notional amount	Contract maturity date					Pay fixed	Receive variable	Fair value
		2008	2009	2010	2011	2012			
	(dollars in millions)								
Swaps:									
Pay-fixed swaps	$968	$378	$401	$189	$ —	$ —	3.08% to 4.27%	LIBOR	$ 2.2
Forward pay-fixed swaps	$200	$—	$—	$200	$ —	$ —	4.05% to 4.70%	LIBOR	$(2.7)

As of December 31, 2007, we maintained a total of nine interest rate swap agreements, with amortizing notional amounts totaling $968 million. These agreements had the economic effect of modifying the LIBOR-based variable interest rate on an equivalent amount of our debt to fixed rates ranging from 3.08% to 4.27%, resulting in an overall weighted average effective interest rate of 5.37% on the hedged portion of our Senior Secured Credit Facilities, including the term loan B margin of 1.50%. The swap agreements expire in 2008 through 2010 and require quarterly interest payments. In addition, we maintain two forward interest rate swap agreements with notional amounts totaling $200 million. These forward interest rate swaps will have the economic effect of modifying the LIBOR-based interest rates to fixed rates of 4.05% and 4.70% on our term loan B outstanding debt. These forward interest rate swaps agreements take effect September 30, 2008, require quarterly interest payments beginning in December 2008, and expire in 2010. During 2007, we accrued net cash benefits of $14.5 million from these swaps which is included in debt expense. As of December 31, 2007, the total fair value of these swaps was a net liability of $0.5 million. During 2007, we recorded $16.0 million, net of tax, as a reduction to other comprehensive income for valuation losses, net of amounts reclassified into income.

As of December 31, 2007, the interest rates were economically fixed on approximately 50% of our variable rate debt and approximately 74% of our total debt.

As a result of the swap agreements, the overall effective weighted average interest rate on the Senior Secured Credit Facilities was 5.90%, based upon the current margins in effect of 1.50% as of December 31, 2007.

Our overall average effective interest rate during 2007 was 6.49% and as of December 31, 2007 was 6.37%.

One means of assessing exposure to debt-related interest rate changes is a duration-based analysis that measures the potential loss in net income resulting from a hypothetical increase in interest rates of 100 basis

points across all variable rate maturities (referred to as a "parallel shift in the yield curve"). Under this model, with all else constant, it is estimated that such an increase would have reduced net income by approximately $5.5 million, $6.8 million, and $3.2 million, net of tax, for the years ended December 31, 2007, 2006, and 2005, respectively.

Exchange rate sensitivity

We are currently not exposed to any foreign currency exchange rate risk.

Item 8. Financial Statements and Supplementary Data.

See the Index to Financial Statements and Index to Financial Statement Schedules included at "Item 15. Exhibits, Financial Statement Schedules."

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Management has established and maintains disclosure controls and procedures designed to ensure that information required to be disclosed in the reports that it files or submits pursuant to the Securities Exchange Act of 1934, as amended, or Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management including our Chief Executive Officer and Acting Chief Financial Officer as appropriate to allow for timely decisions regarding required disclosures.

At the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Acting Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures in accordance with the Exchange Act requirements. Based upon that evaluation, the Chief Executive Officer and Acting Chief Financial Officer concluded that our disclosure controls and procedures are effective for timely identification and review of material information required to be included in our Exchange Act reports, including this report on Form 10-K. Management recognizes that these controls and procedures can provide only reasonable assurance of desired outcomes, and that estimates and judgments are still inherent in the process of maintaining effective controls and procedures.

There has not been any change in our internal control over financial reporting that was identified during the evaluation that occurred during the fourth fiscal quarter and that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

In 2002, we adopted a Corporate Governance Code of Ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, and to all of our financial accounting and legal professionals who are directly or indirectly involved in the preparation, reporting and fair presentation of our financial statements and Exchange Act Reports. The Code of Ethics is posted on our website, located at http://www.davita.com. We also maintain a Corporate Code of Conduct that applies to all of our employees, which is posted on our website.

Under our Corporate Governance Guidelines all Board Committees including the Audit Committee, Nominating and Governance Committee and the Compensation Committee, which are comprised solely of Independent Directors as defined within the listing standards of the New York Stock Exchange, have written charters that outline the committee's purpose, goals, membership requirements and responsibilities. These charters are regularly reviewed and updated as necessary by our Board of Directors. All Board Committee charters as well as the Corporate Governance Guidelines are posted on our website located at http://www.davita.com. This information is also available in print to any shareholders who request it.

On June 28, 2007, we submitted to the New York Stock Exchange a certification signed by our Chief Executive Officer that he was not aware of any violation by us of the NYSE corporate governance listing standards.

The other information required to be disclosed by this item will appear in, and is incorporated by reference from, the sections entitled "Proposal No. 1. Election of Directors", "Corporate Governance", and "Security Ownership of Certain Beneficial Owners and Management" included in our definitive proxy statement relating to our 2008 annual stockholder meeting.

Item 11. Executive Compensation.

The information required by this item will appear in, and is incorporated by reference from, the sections entitled "Executive Compensation" and "Compensation Committee Interlocks and Insider Participations" included in our definitive proxy statement relating to our 2008 annual stockholder meeting. The information required by Item 407(e)(5) of Regulation S-K will appear in and is incorporated by reference from the section entitled "Compensation Committee Report" included in our definitive proxy statement relating to our 2008 annual stockholder meeting; however, this information shall not be deemed to be "filed".

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table provides information about our common stock that may be issued upon the exercise of options, warrants and rights under all of our existing equity compensation plans and arrangements as of December 31, 2007, including the 1994 Equity Compensation Plan, the 1995 Equity Compensation Plan, the 1997 Equity Compensation Plan, the 1999 Equity Compensation Plan, the 1999 Non-Executive Officer and Non-Director Equity Compensation Plan, the Special Purpose Option Plan (RTC Plan), the 2002 Equity Compensation Plan, the Employee Stock Purchase Plan and the deferred stock unit agreements. The material terms of each of these plans and arrangements are described in Note 17 to the Consolidated Financial Statements. The 1999 Non-Executive Officer and Non-Director Equity Compensation Plan and the deferred stock unit agreements were not required to be approved by our shareholders.

Plan category	Number of shares to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of shares remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))	Total of shares reflected in columns (a) and (c)
	(a)	*(b)*	*(c)*	*(d)*
Equity compensation plans approved by shareholders . . .	10,573,588	$45.81	12,101,429	22,675,017
Equity compensation plans not requiring shareholder approval	333,287	$19,68	305,274	638,561
Total	10,906,875	$45.02	12,406,703	23,313,578

Other information required to be disclosed by Item 12 will appear in, and is incorporated by reference from, the section entitled “Security Ownership of Certain Beneficial Owners and Management” included in our definitive proxy statement relating to our 2008 annual stockholder meeting.

Item 13. Certain Relationships and Related Transactions and Director Independence.

The information required by this item will appear in, and is incorporated by reference from, the section entitled “Certain Relationships and Related Transactions” and the section entitled “Corporate Governance” included in our definitive proxy statement relating to our 2008 annual stockholder meeting.

Item 14. Principal Accounting Fees and Services.

The information required by this item will appear in, and is incorporated by reference from, the section entitled “Ratification of Appointment of Independent Registered Public Accounting Firm” included in our definitive proxy statement relating to our 2008 annual stockholder meeting.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Documents filed as part of this Report:

(1) *Index to Financial Statements:*

(2) *Index to Financial Statement Schedules:*

(3) *Exhibits:*

2.1	Stock Purchase Agreement dated as of December 6, 2004, among Gambro AB, Gambro, Inc. and DaVita Inc.(14)
2.2	Amended and Restated Asset Purchase Agreement effective as of July 28, 2005, by and among DaVita Inc., Gambro Healthcare, Inc. and Renal Advantage Inc., a Delaware corporation, formerly known as RenalAmerica, Inc.(17)
3.1	Amended and Restated Certificate of Incorporation of Total Renal Care Holdings, Inc., or TRCH, dated December 4, 1995.(1)
3.2	Certificate of Amendment of Certificate of Incorporation of TRCH, dated February 26, 1998.(2)
3.3	Certificate of Amendment of Certificate of Incorporation of DaVita Inc. (formerly Total Renal Care Holdings, Inc.), dated October 5, 2000.(6)
3.4	Certificate of Amendment of Amended and Restated Certificate of Incorporation of DaVita, Inc., as amended dated May 30, 2007.(29)
3.5	Amended and Restated Bylaws for DaVita, Inc. dated as of March 2, 2007.(32)
4.1	Registration Rights Agreement for the 6⅝% Senior Notes due 2013 dated as of March 22, 2005.(3)
4.2	Registration Rights Agreement for the 7 ¼% Senior Subordinated Notes due 2015 dated as of March 22, 2005.(3)

4.3	Indenture for the 6⅝% Senior Notes due 2013 dated as of March 22, 2005.(3)
4.4	Indenture for the 7¼% Senior Subordinated Notes due 2015 dated as of March 22, 2005.(3)
4.5	Supplemental Indenture, dated October 5, 2005, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and Senior Trustee.(16)
4.6	Supplemental Indenture, dated October 5, 2005, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and Senior Subordinated Trustee.(16)
4.7	Rights Agreement, dated as of November 14, 2002, between DaVita Inc. and the Bank of New York, as Rights Agent.(27)
4.8	Second Supplemental Indenture (Senior), dated February 9, 2007, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and The Bank of New York Trust Company, N.A., as Trustee.(28)
4.9	Second Supplemental Indenture (Senior Subordinated), dated February 9, 2007, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and the Bank of New York Trust Company, N.A., as Trustee.(28)
4.10	Registration Rights Agreement for the 6 5/8% Senior Notes due 2013 dated as of February 23, 2007.(33)
10.1	Employment Agreement, dated as of October 18, 1999, by and between TRCH and Kent J. Thiry.(4)*
10.2	Amendment to Mr. Thiry's Employment Agreement, dated May 20, 2000.(5)*
10.3	Second Amendment to Mr. Thiry's Employment Agreement, dated November 28, 2000.(6)*
10.4	Third Amendment to Mr. Thiry's Employment Agreement, dated March 31, 2005.(15)*
10.5	Employment Agreement, dated as of November 29, 1999, by and between TRCH and Gary W. Beil.(6)*
10.6	Employment Agreement, dated as of July 19, 2000, by and between TRCH and Charles J. McAllister.(6)*
10.7	Employment Agreement, dated as of June 15, 2000, by and between DaVita Inc. and Joseph Mello.(8)*
10.8	Employment Agreement effective as of June 7, 2004, by and between DaVita Inc. and Tom Kelly.(11)*
10.9	Employment Agreement, effective as of August 16, 2004, by and between DaVita Inc. and Tom Usilton.(12)*
10.10	Amendment to Mr. Usilton's Employment Agreement, dated February 12, 2007.(31)*
10.11	Employment Agreement, effective as of November 18, 2004, by and between DaVita Inc. and Joseph Schohl.(19)*
10.12	Employment Agreement, dated as of October 31, 2005, effective October 24, 2005, by and between DaVita Inc. and Dennis Kogod.(18)*
10.13	Employment Agreement, effective November 2, 2005, by and between DaVita Inc. and Christopher J. Riopelle.(18)*
10.14	Severance and General Release Agreement between DaVita Inc. and Lori Pelliccioni, entered into as of November 3, 2005.(18)*
10.15	Amended and restated Employment Agreement effective as of February 28, 2005, by and between DaVita Inc. and Denise Fletcher.(19)*
10.16	Employment Agreement, effective September 22, 2005, by and between DaVita Inc. and James Hilger.(21)*

10.17	Employment Agreement, effective September 1, 2006, by and between DaVita Inc. and Mark G. Harrison.(22)*
10.18	Offer of Employment Letter to Mary Kowenhoven dated February 15, 2007.(28)*
10.19	Employment Agreement, entered into effective July 16, 2007, by and between DaVita Inc. and Patricia Jones.(30)*
10.20	Memorandum relating to Bonus Structure for Charles J. McAllister.(19)*
10.21	Memorandum relating to Bonus Structure for Thomas O. Usilton.(16)*
10.22	Memorandum relating to Bonus Structure for Joseph Schohl.(16)*
10.23	Amended Director Compensation Philosophy and Plan.(25)*
10.24	Form of Indemnity Agreement.(26)*
10.25	Form of Indemnity Agreement.(19)*
10.26	First Amended and Restated DaVita Inc. Executive Incentive Plan.(15)*
10.27	Post-Retirement Deferred Compensation Arrangement.(19)*
10.28	DaVita Voluntary Deferral Plan.(16)*
10.29	Deferred Bonus Plan.✓*
10.30	Deferred Bonus Plan (Prosperity Plan).✓*
10.31	Amended and Restated Employee Stock Purchase Plan.(34)*
10.32	DaVita Inc. Severance Plan.(35)*
10.33	September 18, 2001 DaVita Inc. Change in Control Bonus Program.(23)*
10.34	Second Amended and Restated 1994 Equity Compensation Plan.(9)*
10.35	First Amended and Restated 1995 Equity Compensation Plan.(9)*
10.36	First Amended and Restated 1997 Equity Compensation Plan.(9)*
10.37	First Amended and Restated Special Purpose Option Plan.(9)*
10.38	Amended and Restated 1999 Equity Compensation Plan.(10)*
10.39	First Amended and Restated Total Renal Care Holdings, Inc. 1999 Non-Executive Officer and Non-Director Equity Compensation Plan.(7)
10.40	Amended and Restated DaVita Inc. 2002 Equity Compensation Plan.(15)*
10.41	Form of Non-Qualified Stock Option Agreement for stock options grants to employees under the Company's 2002 Equity Compensation Plan.(12)*
10.42	Form of Restricted Stock Unit Agreement for restricted stock unit grants to employees under the Company's 2002 Equity Compensation Plan.(12)*
10.43	Form of Stock Appreciation Rights Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(22)*
10.44	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan. (22)*
10.45	Form of Restricted Stock Units Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(22)*
10.46	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.47	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 1999 Non-Executive Officer and Non-Director Equity Compensation Plan.(24)*

10.48	Form of Restricted Stock Units Agreement – Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.49	Form of Stock Appreciation Rights Agreement – Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.50	Amended and Restated 2002 Equity Compensation Plan.(25)*
10.51	Amended and Restated 2002 Equity Compensation Plan.(34)*
10.52	Credit Agreement, dated as of October 5, 2005, among DaVita Inc., the Guarantors party thereto, the Lenders party thereto, Bank of America, N.A., Wachovia Bank, National Association, Bear Stearns Corporate Lending Inc., The Bank of New York, The Bank of Nova Scotia, The Royal Bank of Scotland plc, WestLB AG, New York Branch as Co-Documentation Agents, Credit Suisse, Cayman Islands Branch, as Syndication Agent, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Securities Inc., as Sole Lead Arranger and Bookrunner and Credit Suisse, Cayman Islands Branch, as Co-Arranger.(16)
10.53	Credit Agreement, dated as of October 5, 2005, as Amended and Restated as of February 23, 2007, by and among DaVita Inc., the Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A.(33)
10.54	Amendment Agreement, dated February 23, 2007, by and among DaVita Inc., the Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A.(33)
10.55	Security Agreement, dated as of October 5, 2005, by DaVita Inc., the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent.(16)
10.56	Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and Gambro Healthcare, Inc. effective as of December 1, 2004.(16)
10.57	Alliance and Product Supply Agreement, dated as of October 5, 2005, among Gambro Renal Products, Inc., DaVita Inc. and Gambro AB.(16)**
10.58	Amended and Restated Alliance and Product Supply Agreement, dated as of August 25, 2006, among Gambro Renal Products, Inc., DaVita Inc, and Gambro AB.(23)**
10.59	Letter dated March 19, 2007 from Willard W. Brittain, Jr. to Peter T. Grauer, Lead Independent Director of the Company.(28)
10.60	Amended and Restated Agreement dated December 2, 2004, between Amgen USA Inc. and DaVita Inc.(19)**
10.61	Dialysis Organization Agreement effective February 3, 2006 between Amgen USA Inc. and DaVita Inc.(20)**
10.62	Dialysis Organization Agreement between DaVita Inc. and Amgen USA Inc. dated December 20, 2007.✓**
12.1	Computation of Ratio of Earnings to Fixed Charges.✓
14.1	DaVita Inc. Corporate Governance Code of Ethics.(13)
21.1	List of our subsidiaries.✓
23.1	Consent of KPMG LLP, independent registered public accounting firm.✓
24.1	Powers of Attorney with respect to DaVita. (Included on Page II-1)
31.1	Certification of the Chief Executive Officer, dated February 27, 2008, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
31.2	Certification of the Chief Financial Officer, dated February 27, 2008, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓

32.1 Certification of the Chief Executive Officer, dated February 27, 2008, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓

32.2 Certification of the Chief Financial Officer, dated February 27, 2008, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓

✓ Included in this filing.

* Management contract or executive compensation plan or arrangement.

** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the SEC.

(1) Filed on March 18, 1996 as an exhibit to the Company's Transitional Report on Form 10-K for the transition period from June 1, 1995 to December 31, 1995.

(2) Filed on March 31, 1998 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1997.

(3) Filed on March 25, 2005 as an exhibit to the Company's Current Report on Form 8-K.

(4) Filed on November 15, 1999 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1999.

(5) Filed on August 14, 2000 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2000.

(6) Filed on March 20, 2001 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

(7) Filed on February 2, 2003 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2002.

(8) Filed on August 15, 2001 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001.

(9) Filed on March 29, 2000 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1999.

(10) Filed on April 27, 2001 as an exhibit to the Definitive Proxy Statement for our 2001 Annual Meeting of Stockholders.

(11) Filed on August 5, 2004 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004.

(12) Filed on November 8, 2004 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004.

(13) Filed on February 27, 2004 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2003.

(14) Filed on December 8, 2004 as an exhibit to the Company's Current Report on Form 8-K.

(15) Filed on May 4, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2005.

(16) Filed on November 8, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending September 30, 2005.

(17) Filed on October 11, 2005 as an exhibit to the Company's Current Report on Form 8-K.

(18) Filed on November 4, 2005 as an exhibit to the Company's Current Report on Form 8-K.

(19) Filed on March 3, 2005 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.

(20) Filed on May 8, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.

(21) Filed on August 7, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.

(22) Filed on July 6, 2006 as an exhibit to the Company's Current Report on Form 8-K.

(23) Filed on November 3, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.

(24) Filed on October 18, 2006 as an exhibit to the Company's Current Report on Form 8-K.

(25) Filed on July 31, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(26) Filed on December 20, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(27) Filed on November 19, 2002 as an exhibit to the Company's Current Report on Form 8-K.
(28) Filed on May 3, 2007 as an exhibit to the Company's Quarterly Report as Form 10-Q for the quarter ended March 31, 2007.
(29) Filed on August 6, 2007 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.
(30) Filed on November 7, 2007 as an exhibit to the Company's Quarterly Report on Form 10-Q for the third quarter ended September 30, 2007.
(31) Filed on February 16, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(32) Filed on March 8, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(33) Filed on February 28, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(34) Filed on June 4, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(35) Filed on November 7, 2007 as an exhibit to the Company's Current Report on Form 8-K.

DAVITA INC.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining an adequate system of internal control over financial reporting designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles and which includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

During the last fiscal year, the Company conducted an evaluation, under the oversight of the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's internal control over financial reporting. This evaluation was completed based on the criteria established in the report titled "Internal Control—Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Based upon our evaluation under the COSO framework, we have concluded that the Company's internal control over financial reporting was effective as of December 31, 2007.

The Company's independent registered public accounting firm, KPMG LLP, has issued an attestation report on the Company's internal control over financial reporting, which report is included in this Annual Report.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
DaVita Inc.:

We have audited the accompanying consolidated balance sheets of DaVita Inc. and subsidiaries as of December 31, 2007, and 2006, and the related consolidated statements of income, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2007. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of DaVita Inc. and subsidiaries as of December 31, 2007 and 2006 and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2007, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 12 to the consolidated financial statements, DaVita Inc. and subsidiaries adopted Financial Accounting Standards Board Interpretation No. 48, Accounting for Income Tax Uncertainties, effective January 1, 2007. As discussed in Note 17 to the consolidated financial statements, DaVita Inc. and subsidiaries adopted Financial Accounting Standards Board Statement of Financial Accounting Standards No. 123(R), Share-Based Payment, effective January 1, 2006.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of DaVita Inc.'s internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 27, 2008 expressed an unqualified opinion on the effectiveness of DaVita Inc.'s internal control over financial reporting.

/s/ KPMG LLP

Seattle, Washington
February 27, 2008

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
DaVita Inc.:

We have audited DaVita Inc.'s internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). DaVita Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying "Management's Report on Internal Control Over Financial Reporting". Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, DaVita Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007, based on criteria established in *Internal Control—Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of DaVita Inc. and subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of income, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2007, and our report dated February 27, 2008 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Seattle, Washington
February 27, 2008

DAVITA INC.

CONSOLIDATED STATEMENTS OF INCOME
(dollars in thousands, except per share data)

	Year ended December 31,		
	2007	2006	2005
Net operating revenues	$ 5,264,151	$ 4,880,662	$ 2,973,918
Operating expenses and charges:			
Patient care costs	3,590,344	3,390,351	2,035,243
General and administrative	491,236	453,516	272,463
Depreciation and amortization	193,470	173,295	116,836
Provision for uncollectible accounts	136,682	126,203	61,916
Minority interests and equity income, net	45,485	35,833	22,089
Valuation gain on alliance and product supply agreement	(55,275)	(37,968)	—
Total operating expenses and charges	4,401,942	4,141,230	2,508,547
Operating income	862,209	739,432	465,371
Debt expense	(257,147)	(276,706)	(139,586)
Swap valuation gain	—	—	4,548
Refinancing charges	—	—	(8,170)
Other income, net	22,460	13,033	8,934
Income from continuing operations before income taxes	627,522	475,759	331,097
Income tax expense	245,744	186,430	123,675
Income from continuing operations	381,778	289,329	207,422
Discontinued operations			
Income from discontinued operations, net of tax	—	—	13,157
Gain on disposal of discontinued operations, net of tax	—	362	8,064
Net income	$ 381,778	$ 289,691	$ 228,643
Earnings per share:			
Basic earnings per share from continuing operations	$ 3.61	$ 2.79	$ 2.06
Basic earnings per share	$ 3.61	$ 2.80	$ 2.27
Diluted earnings per share from continuing operations	$ 3.55	$ 2.73	$ 1.99
Diluted earnings per share	$ 3.55	$ 2.74	$ 2.20
Weighted average shares for earnings per share:			
Basic	105,893,000	103,520,000	100,762,000
Diluted	107,418,000	105,793,000	104,068,000

See notes to consolidated financial statements.

DAVITA INC.

CONSOLIDATED BALANCE SHEETS
(dollars in thousands, except per share data)

	December 31, 2007	December 31, 2006
ASSETS		
Cash and cash equivalents	$ 447,046	$ 310,202
Short-term investments	40,278	4,734
Accounts receivable, less allowance of $195,953 and $171,757	927,949	932,385
Inventories	80,173	89,119
Other receivables	198,744	148,842
Other current assets	34,482	25,124
Deferred income taxes	247,578	199,090
Total current assets	1,976,250	1,709,496
Property and equipment, net	939,326	849,966
Amortizable intangibles, net	183,042	203,721
Investments in third-party dialysis businesses	19,446	1,813
Long-term investments	22,562	13,174
Other long-term assets	35,401	45,793
Goodwill	3,767,933	3,667,853
	$6,943,960	$6,491,816
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	$ 225,461	$ 251,686
Other liabilities	486,151	473,219
Accrued compensation and benefits	334,961	341,766
Current portion of long-term debt	23,431	20,871
Income taxes payable	16,492	24,630
Total current liabilities	1,086,496	1,112,172
Long-term debt	3,683,887	3,730,380
Other long-term liabilities	83,448	50,076
Alliance and product supply agreement, net	41,307	105,263
Deferred income taxes	166,055	125,642
Minority interests (fair value of potential put obligations—$330,000 and $192,000)	150,517	122,359
Commitments and contingencies		
Shareholders' equity:		
Preferred stock ($0.001 par value, 5,000,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000,000 and 195,000,000 shares authorized; 134,862,283 shares issued; 107,130,127 and 104,636,608 shares outstanding)	135	135
Additional paid-in capital	707,080	630,091
Retained earnings	1,515,290	1,129,621
Treasury stock, at cost (27,732,156 and 30,225,675 shares)	(487,744)	(526,920)
Accumulated other comprehensive (loss) income	(2,511)	12,997
Total shareholders' equity	1,732,250	1,245,924
	$6,943,960	$6,491,816

See notes to consolidated financial statements.

DAVITA INC.

CONSOLIDATED STATEMENTS OF CASH FLOW
(dollars in thousands)

	Year ended December 31,		
	2007	2006	2005
Cash flows from operating activities:			
Net income	$ 381,778	$ 289,691	$ 228,643
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	193,470	173,295	119,719
Valuation gain on alliance and product supply agreement	(55,275)	(37,968)	—
Stock-based compensation expense	34,149	26,389	3,353
Tax benefits from stock award exercises	32,788	40,375	38,484
Excess tax benefits from stock award exercises	(25,541)	(37,251)	—
Deferred income taxes	18,601	2,342	(63,357)
Minority interests in income of consolidated subsidiaries	46,702	38,141	24,714
Distributions to minority interests	(48,029)	(32,271)	(16,246)
Equity investment income	(1,217)	(2,308)	(1,406)
(Gain)/loss on disposal of discontinued operations and other dispositions	(2,825)	239	(15,856)
Non-cash debt expense and non-cash rent charges	12,713	27,736	5,157
Refinancing charges	—	—	8,170
Swap valuation gain	—	—	(4,548)
Changes in operating assets and liabilities, net of effect of acquisitions and divestitures:			
Accounts receivables	15,911	(74,737)	(62,021)
Inventories	11,271	(18,587)	11,980
Other receivables and other current assets	(61,049)	(34,044)	1,893
Other long-term assets	(14,528)	(9,791)	(2,039)
Accounts payable	(9,216)	40,712	28,869
Accrued compensation and benefits	9,691	101,555	21,664
Other current liabilities	657	88,841	72,615
Income taxes	(12,779)	(67,329)	90,958
Other long-term liabilities	5,764	4,541	(5,192)
Net cash provided by operating activities	533,036	519,571	485,554
Cash flows from investing activities:			
Additions of property and equipment, net	(272,212)	(262,708)	(161,365)
Acquisitions and purchases of other ownership interests	(127,094)	(86,504)	(3,202,404)
Proceeds from discontinued operations and asset sales	12,289	22,179	298,849
Purchase of investments held-for-sale	(52,085)	(3,726)	—
Purchase of investments held-to-maturity	(23,061)	—	—
Proceeds from the sale of investments held-for-sale	32,274	3,030	—
Maturities of investments	4,795	—	—
Purchase of a noncontrolling ownership interest in an unconsolidated joint venture	(17,550)	—	—
Contributions from minority owners	18,463	21,263	20,308
Purchase of intangible assets	(2,291)	(5,597)	(751)
Net cash used in investing activities	(426,472)	(312,063)	(3,045,363)
Cash flows from financing activities:			
Borrowings	13,113,640	6,354,784	6,832,557
Payments on long-term debt	(13,160,942)	(6,761,743)	(4,058,951)
Deferred financing costs	(4,511)	(2)	(77,884)
Excess tax benefits from stock award exercises	25,541	37,251	—
Stock award exercises and other share issuances, net	62,902	40,593	43,919
Purchase of treasury stock	(6,350)	—	—
Net cash provided by (used in) financing activities	30,280	(329,117)	2,739,641
Net increase (decrease) in cash and cash equivalents	136,844	(121,609)	179,832
Cash and cash equivalents at beginning of year	310,202	431,811	251,979
Cash and cash equivalents at end of year	$ 447,046	$ 310,202	$ 431,811

See notes to consolidated financial statements.

DAVITA INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY AND COMPREHENSIVE INCOME
(dollars and shares in thousands)

	Common stock		Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive (loss)income	Total
	Shares	Amount			Shares	Amount		
Balance at December 31, 2004	134,862	$135	$542,714	$ 611,287	(36,295)	$(632,732)	$ 1,730	$ 523,134
Comprehensive income:								
Net income				228,643				228,643
Unrealized gain on interest rate swaps, net of tax							16,821	16,821
Less reclassification of net swap realized gains into net income, net of tax							(3,745)	(3,745)
Total comprehensive income								241,719
Stock purchase shares issued			657		64	1,118		1,775
Stock unit shares issued			(492)		28	492		—
Stock option shares issued			(14,965)		3,276	57,109		42,144
Stock-based compensation expense			3,353					3,353
Excess tax benefits from stock awards exercised			38,484					38,484
Balance at December 31, 2005	134,862	$135	$569,751	$ 839,930	(32,927)	$(574,013)	$14,806	$ 850,609
Comprehensive income:								
Net income				289,691				289,691
Unrealized gains on interest rate swaps, net of tax							7,862	7,862
Less reclassification of net swap realized gains into net income, net of tax							(9,671)	(9,671)
Total comprehensive income								287,882
Stock purchase shares issued			1,861		80	1,403		3,264
Stock unit shares issued			(1,860)		160	2,790		930
Stock option shares issued			(5,023)		2,461	42,900		37,877
Stock-based compensation expense			26,389					26,389
Excess tax benefits from stock awards exercised			38,973					38,973
Balance at December 31, 2006	134,862	$135	$630,091	$1,129,621	(30,226)	$(526,920)	$12,997	$1,245,924
Comprehensive income:								
Net income				381,778				381,778
Unrealized losses on interest rate swaps, net of tax							(7,169)	(7,169)
Less reclassification of net swap realized gains into net income, net of tax							(8,858)	(8,858)
Unrealized gains on investments, net of tax							4,211	4,211
Less reclassification of net investment realized gains into net income, net of tax							(3,692)	(3,692)
Total comprehensive income								366,270
Cumulative effect of change in accounting principle SFAS Interpretation No (FIN) 48				3,891				3,891
Stock purchase shares issued			3,831		124	2,160		5,991
Stock unit shares issued			(1,848)		120	2,098		250
Stock options and SSARs exercised			13,429		2,361	41,268		54,697
Stock-based compensation expense			34,149					34,149
Excess tax benefits from stock awards exercised			27,428					27,428
Purchase of treasury stock					(111)	(6,350)		(6,350)
Balance at December 31, 2007	134,862	$135	$707,080	$1,515,290	(27,732)	$(487,744)	$(2,511)	$1,732,250

See notes to consolidated financial statements.

1. Organization and summary of significant accounting policies

Organization

DaVita Inc. operates kidney dialysis centers and provides related renal care services primarily in dialysis centers and in contracted hospitals across the United States. As of December 31, 2007, the Company operated or provided administrative services to 1,359 outpatient dialysis centers located in 43 states and the District of Columbia, serving approximately 107,000 patients. The business includes dialysis and related services and other ancillary services and strategic initiatives which relate primarily to our core business of providing renal care services.

Basis of presentation

These consolidated financial statements and accompanying notes are prepared in accordance with United States generally accepted accounting principles. The financial statements include DaVita and its subsidiaries, partnerships and other entities in which it maintains a 100% or majority voting interest, an other controlling financial interest, or of which it is the primary beneficiary (collectively, the Company). All significant intercompany transactions and balances have been eliminated. Non-consolidated equity investments are recorded under the equity or cost method of accounting based upon whether the Company has significant influence over the investee. Prior year balances and amounts have been classified to conform to the current year presentation.

The operating results of DVA Renal Healthcare, Inc. are included in the Company's consolidated financial statements from October 1, 2005. The operating results of the historical DaVita divested centers and its one related management services agreement are reflected as discontinued operations for 2005.

Use of estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires the use of estimates and assumptions that affect the reported amounts of revenues, expenses, assets, liabilities and contingencies. Although actual results in subsequent periods will differ from these estimates, such estimates are developed based on the best information available to management and management's best judgments at the time made. All significant assumptions and estimates underlying the reported amounts in the financial statements and accompanying notes are regularly reviewed and updated. Changes in estimates are reflected in the financial statements based upon on-going actual experience trends, or subsequent settlements and realizations depending on the nature and predictability of the estimates and contingencies. Interim changes in estimates related to annual operating costs are applied prospectively within annual periods.

The most significant assumptions and estimates underlying these financial statements and accompanying notes involve revenue recognition and provisions for uncollectible accounts, impairments and valuation adjustments, accounting for income taxes, quarterly variable compensation accruals, purchase accounting valuation estimates and stock-based compensation. Specific estimating risks and contingencies are further addressed within these notes to the consolidated financial statements.

Net operating revenues and accounts receivable

Revenues associated with Medicare and Medicaid programs are recognized based on: (a) the payment rates that are established by statute or regulation for the portion of the payment rates paid by the government payor (e.g., 80% for Medicare patients) and (b) for the portion not paid by the primary government payor, estimates of the amounts ultimately collectible from other government programs paying secondary coverage (e.g., Medicaid secondary coverage), the patient's commercial health plan secondary coverage, or the patient. Revenues

associated with commercial health plans are estimated based on contractual terms for the patients under healthcare plans with which we have formal agreements, non-contracted health plan coverage terms if known, estimated secondary collections, historical collection experience, historical trends of refunds and payor payment adjustments (retractions), inefficiencies in our billing and collection processes that can result in denied claims for payments, and regulatory compliance issues.

Operating revenues are recognized in the period services are provided. Revenues consist primarily of payments from Medicare, Medicaid and commercial health plans for dialysis and ancillary services provided to patients. A usual and customary fee schedule is maintained for our dialysis treatment and other patient services; however, actual collectible revenue is normally recognized at a discount from the fee schedule.

Commercial revenue recognition involves substantial estimating risks. With many larger, commercial insurers the Company has several different contracts and payment arrangements, and these contracts often include only a subset of the Company's centers. It is often not possible to determine which contract, if any, should be applied prior to billing. In addition, for services provided by non-contracted centers, final collection may require specific negotiation of a payment amount, typically at a significant discount from the Company's usual and customary rates.

Services covered by Medicare and Medicaid are less subject to estimating risk. Both Medicare and Medicaid rates use prospective payment methods established in advance with definitive terms. Medicare payments for bad debt claims are subject to individual center profitability, as established by cost reports, and require evidence of collection efforts. As a result, billing and collection of Medicare bad debt claims are often delayed significantly, and final payment is subject to audit.

Medicaid payments, when Medicaid coverage is secondary, may also be difficult to estimate. For many states, Medicaid payment terms and methods differ from Medicare, and may prevent accurate estimation of individual payment amounts prior to billing.

Revenue recognition uncertainties inherent in the Company's operations are addressed in AICPA Statement of Position (SOP) No. 00-1 *Auditing Health Care Third-Party Revenues and Related Receivables*. As addressed in SOP No. 00-1, net revenue recognition and allowances for uncollectible billings require the use of estimates of the amounts that will actually be realized considering, among other items, retroactive adjustments that may be associated with regulatory reviews, audits, billing reviews and other matters.

The Company's range of revenue estimating risk is generally expected to be within 1% of total revenue. Changes in revenue estimates for prior periods are separately disclosed, if material.

Management and administrative support services are provided to dialysis centers and physician practices that the Company does not own or in which the Company does not maintain a controlling ownership interest. The management fees are principally determined as a percentage of the managed operations' revenues or cash collections and in some cases an additional component based upon a percentage of operating income. Management fees are included in net operating revenues as earned, and represent less than 1% of total operating revenues.

Other income, net

Other income includes interest income on cash investments and other non-operating gains and losses.

Cash and cash equivalents

Cash equivalents are highly liquid investments with maturities of three months or less at date of purchase.

Inventories

Inventories are stated at the lower of cost (first-in, first-out) or market and consist principally of pharmaceuticals and dialysis-related supplies. Rebates are recorded when earned and are based on the achievement of certain factors such as process improvements, data submission and some combination of these factors.

Assets of discontinued operations

Assets to be disposed of that the Company has committed to sell, are available for immediate sale, or for which a sale is probable, will be classified as held for sale in accordance with SFAS No. 144 *Accounting for the Impairment or Disposal of Long-Lived Assets* and are included in other current assets. Assets held for sale are not depreciated while they are classified as held for sale.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation and amortization and is further reduced by any impairments. Maintenance and repairs are charged to expense as incurred. Depreciation and amortization expenses are computed using the straight-line method over the useful lives of the assets estimated as follows: buildings, 20 to 40 years; leasehold improvements, the shorter of their economic useful life or the expected lease term; and equipment and information systems, principally 3 to 8 years. Disposition gains and losses are included in current operating expenses.

Investments

In accordance with SFAS No. 115 *Accounting for Certain Investments in Debt and Equity Securities*, and based upon the Company's intentions and ability to hold certain assets until maturity, the Company classifies certain debt securities as held-to-maturity and measures them at amortized cost. Based upon the Company's other strategies involving investments, the Company classifies equity securities that have readily determinable fair values and certain other debt securities as available for sale and records them at fair value. Unrealized gains or losses from available for sale investments are recorded in other comprehensive income until realized.

Amortizable intangibles

Amortizable intangible assets and liabilities include non-competition and similar agreements, lease agreements, hospital acute services contracts, deferred debt issuance costs and the Alliance and Product Supply Agreement, each of which have determinate useful lives. Non-competition and similar agreements are amortized over the terms of the agreements, typically ten years, using the straight-line method. Lease agreements and hospital acute service contracts are amortized straight-line over the term of the lease and the contract period, respectively. Deferred debt issuance costs are amortized to debt expense over the term of the related debt using the effective interest method. The Alliance and Product Supply Agreement intangible liability is being amortized straight-line over the term of the agreement, which is ten years.

Goodwill

Goodwill represents the difference between the purchase cost of acquired businesses and the fair value of the identifiable tangible and intangible net assets acquired. Goodwill is not amortized, but is assessed for valuation impairment as circumstances warrant and at least annually. An impairment charge would be recorded to the extent the book value of goodwill exceeds its fair value. The Company operates as one reporting unit for goodwill impairment assessments.

Impairment of long-lived assets

Long-lived assets, including property and equipment, investments in third party dialysis businesses, and amortizable intangible assets, are reviewed for possible impairment at least annually and whenever significant events or changes in circumstances indicate that an impairment may have occurred, including changes in our business strategy and plans, changes in the quality or structure of our relationships with our partners and deteriorating operating performance of individual dialysis centers. An impairment is indicated when the sum of the expected future undiscounted net cash flows identifiable to an asset or asset group is less than its carrying value. Impairment losses are determined from actual or estimated fair values, which are based on market values, net realizable values or projections of discounted net cash flows, as appropriate. Impairment charges are included in operating expenses. Interest is not accrued on impaired loans unless the estimated recovery amounts justify such accruals.

Income taxes

Federal and state income taxes are computed at current enacted tax rates, less tax credits using the asset and liability method. Deferred taxes are adjusted both for items that do not have tax consequences and for the cumulative effect of any changes in tax rates from those previously used to determine deferred tax assets or liabilities. Tax provisions include amounts that are currently payable, changes in deferred tax assets and liabilities that arise because of temporary differences between the timing of when items of income and expense are recognized for financial reporting and income tax purposes, changes in the recognition of tax positions due to the application of Financial Accounting Standards Board, or FASB, Interpretation 48 (FIN 48), and any changes in the valuation allowance caused by a change in judgment about the realizability of the related deferred tax assets. A valuation allowance is established when necessary to reduce deferred tax assets to amounts expected to be realized.

Self insurance

The Company maintains insurance reserves for professional and general liability and workers' compensation in excess of certain individual and or aggregate amounts not covered by third-party carriers. The Company estimates the self-insured retention portion of professional and general liability and workers' compensation risks using third-party actuarial calculations that are based upon historical claims experience and expectations for future claims.

Minority interests

Consolidated income is reduced by the proportionate amount of income attributable to minority interests in majority-owned joint ventures and other non-wholly-owned subsidiaries. Minority interests represent the equity interests of third-party owners in consolidated entities which are not wholly-owned. As of December 31, 2007, third parties held minority ownership interests in 106 consolidated entities.

Stock-based compensation

Effective January 1, 2006, the Company implemented Statement of Financial Accounting Standards (SFAS) No. 123(R) *Share-Based Payment*, which requires the measurement and recognition of cost for all stock-based awards made to employees and directors, including stock options, stock appreciation rights, stock units and discounted employee stock purchases. Under this standard, the Company's stock-based compensation awards are measured at their estimated fair value on the date of grant and recognized as compensation expense on the straight-line method over their individual requisite service periods. The Company implemented SFAS No. 123(R) using the modified prospective transition method.

Prior to 2006, the Company accounted for stock-based compensation in accordance with Accounting Principles Board Opinion (APB) No. 25 *Accounting for Stock Issued to Employees*, as permitted under SFAS No. 123 *Accounting for Stock-Based Compensation*. Under APB No. 25, stock option grants to employees and directors did not result in an expense if the exercise price was at least equal to the market price at the date of grant. However, under APB No. 25 the Company did recognize compensation expense for stock units, which were valued at the closing stock price on the date of grant and amortized over their respective vesting periods, and for modifications to stock awards as required under FASB Interpretation No. 44 *Accounting for Certain Transactions Involving Stock Compensation*.

Interest rate swap agreements

The Company has entered into interest rate swap agreements as a means of hedging its exposure to variable-based interest rate changes (LIBOR). These agreements are not held for trading or speculative purposes, and have the economic effect of converting portions of our variable rate debt to a fixed rate. At December 31, 2007, the Company had nine interest rate swap agreements with amortizing notional amounts totaling $968,000 and two forward interest rate swap agreements with notional amounts totaling $200,000. These agreements are designated as cash flow hedges, and as a result hedge-effective gains or losses resulting from changes in the fair values of these swaps are reported in other comprehensive income until such time as each specific swap tranche is realized, at which time the amounts are reclassified into net income. Net amounts paid or received under the hedge-effective swaps have been reflected as adjustments to interest expense. In 2005, certain portions of the swap agreements were ineffective as hedges as a result of changes in the Company's debt structure, and as such the ineffective portions of $4,548 were included in net income, see Note 13 to the consolidated financial statements.

New accounting standards

On January 1, 2008, the Company adopted SFAS No. 157 *Fair Value Measurements* except for the nonfinancial assets and liabilities that are subject to a one-year deferral allowed by FASB Staff Position (FSP) FAS 157-2 *Effective Date of FASB Statement No. 157*. This standard establishes a framework for measuring fair value and also requires additional disclosures about fair value measurements. The standard applies to assets and liabilities that are carried at fair value on a recurring basis. On February 12, 2008, FSP FAS157-2 was issued delaying the effective date of SFAS No. 157 until fiscal years beginning after November 15, 2008 for nonfinancial assets and liabilities that are not recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). The implementation of this standard relating to assets and liabilities carried at fair value on a recurring basis is not expected to have a material impact on the Company's consolidated financial statements.

On January 1, 2008, the Company adopted SFAS No. 159 *Fair Value Option for Financial Assets and Financial Liabilities, including an amendment of SFAS No. 115.* This standard allows companies the alternative

to measure certain financial assets and liabilities at fair value on an instrument-by-instrument basis that are currently not required to be measured at fair value. The standard is also designed to reduce the volatility in earnings caused by measuring related assets and liabilities differently and establishes presentation and disclosure requirements designed to facilitate comparisons between companies that choose different measurement attributes for similar types of assets and liabilities. The implementation of this standard is not expected to have a material impact on the Company's consolidated financial statements.

In December 2007, the FASB issued Statement No. 141(R) *Business Combinations,* which replaces SFAS No. 141 *Business Combinations*. This standard requires all business combinations to be accounted for under the acquisition method (previously referred to as the purchase method). Under the acquisition method, the acquirer recognizes the assets acquired, the liabilities assumed, contractual contingencies, as well as any noncontrolling interest in the acquiree at their fair values at the acquisition date. Noncontractual contingencies are recognized at the acquisition date at their fair values only if it is more likely than not that they meet the definition of an asset or a liability in FASB Concepts Statement No. 6 *Elements of Financial Statements.* Transaction costs are excluded from the acquisition accounting and will be expensed as incurred. Any contingent consideration included by the acquirer as part of the purchase price must also be measured at fair value at the acquisition date and will be classified as either equity or a liability. This standard also requires a company that obtains control but acquires less than 100% of an acquiree to record 100% of the fair value of the acquiree assets, liabilities, and noncontrolling interests at the acquisition date. This standard is effective for periods beginning on or after December 15, 2008. The Company is currently in the process of assessing the expected impact of this standard on its consolidated financial statements.

In December 2007, the FASB issued Statement No. 160 *Noncontrolling Interests in Consolidated Financial Statements*, which amends Accounting Research Bulletin No. 51 *Consolidated Financial Statements.* This standard requires noncontrolling interests to be treated as a separate component of equity, but apart from the parent's equity and not as a liability, or as an item outside of equity. This will eliminate diversity that currently exists in accounting for transactions between an entity and its noncontrolling interests. This standard also specifies that consolidated net income attributable to the parent and to the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of income, and that changes in the parent's ownership interest while it retains a controlling financial interest should be accounted for as equity transactions. This standard also expands disclosures in the financial statements to include a reconciliation of the beginning and ending balances of the equity attributable to the parent and the noncontrolling owners and a schedule showing the effects of changes in a parent's ownership interest in a subsidiary on the equity attributable to the parent. This standard is effective for periods beginning on or after December 15, 2008. The Company is currently in the process of assessing the expected impact of this standard on its consolidated financial statements.

2. Earnings per share

Basic net income per share is calculated by dividing net income by the weighted average number of common shares and vested stock units outstanding. Diluted net income per share includes the dilutive effect of stock options, stock-settled stock appreciation rights and unvested stock units under the treasury stock method.

The reconciliations of the numerators and denominators used to calculate basic and diluted net income per share are as follows:

	Year ended December 31,		
	2007	2006	2005
	(in thousands, except per share)		
Basic:			
Income from continuing operations	$381,778	$289,329	$207,422
Income from discontinued operations, net of tax	—	—	13,157
Gain on disposal of discontinued operations, net of tax	—	362	8,064
Net income	$381,778	$289,691	$228,643
Weighted average shares outstanding during the year	105,848	103,471	100,713
Vested stock units	45	49	49
Weighted average shares for basic earnings per share calculation	105,893	103,520	100,762
Basic earnings per share from continuing operations, net of tax	$ 3.61	$ 2.79	$ 2.06
Income from discontinued operations, net of tax	—	—	0.13
Gain on disposal of discontinued operations, net of tax	—	0.01	0.08
Basic net income per share	$ 3.61	$ 2.80	$ 2.27
Diluted:			
Income from continuing operations	$381,778	$289,329	$207,422
Income from discontinued operations, net of tax	—	—	13,157
Gain on disposal of discontinued operations, net of tax	—	362	8,064
Net income	$381,778	$289,691	$228,643
Weighted average shares outstanding during the year	105,848	103,471	100,713
Vested stock units	45	49	49
Assumed incremental shares from stock plans	1,525	2,273	3,306
Weighted average shares for diluted earnings per share calculation	107,418	105,793	104,068
Diluted earnings per share from continuing operations, net of tax	$ 3.55	$ 2.73	$ 1.99
Income from discontinued operations, net of tax	—	—	0.13
Gain on disposal of discontinued operations, net of tax	—	0.01	0.08
Diluted net income per share	$ 3.55	$ 2.74	$ 2.20

Stock plan award shares for stock options and stock appreciation rights that have exercise or base prices greater than the average market price of shares outstanding during the year were not included in the computation of diluted earnings per share because they were anti-dilutive. These excluded stock plan shares were as follows: 260,000 shares at $56.63 to $64.21 per share in 2007, 932,600 shares at $54.86 to $60.21 per share in 2006, and 2,419,750 shares at $45.60 to $52.81 per share in 2005.

3. Accounts receivable

Less than 10% of the accounts receivable balances as of December 31, 2007 and 2006 were more than six months old, and there were no significant balances over one year old. Approximately 1% of our accounts receivable as of December 31, 2007 and 2006 relate to collections from patients. Accounts receivable are principally from Medicare and Medicaid programs and commercial insurance plans.

4. Other receivables

Other receivables were comprised of the following:

	December 31,	
	2007	2006
Supplier rebates and other non-trade receivables	$151,939	$119,889
Medicare bad debt claims	31,400	15,990
Transition services receivable associated with divested centers	—	2,406
Operating advances under management services agreements	15,405	10,557
	$198,744	$148,842

Operating advances under management services agreements are generally unsecured.

5. Other current assets

Other current assets consist principally of prepaid expenses and operating deposits.

6. Property and equipment

Property and equipment were comprised of the following:

	December 31,	
	2007	2006
Land	$ 11,827	$ 13,593
Buildings	32,448	39,438
Leasehold improvements	731,426	620,483
Equipment and information systems	814,512	686,426
New center and capital asset projects in progress	33,027	48,747
	1,623,240	1,408,687
Less accumulated depreciation and amortization	(683,914)	(558,721)
	$ 939,326	$ 849,966

Depreciation and amortization expense on property and equipment was $178,990, $160,717 and $105,254 for 2007, 2006 and 2005, respectively.

Interest on debt incurred during the development of new centers and other capital asset projects is capitalized as a component of the asset cost based on the respective in-process capital asset balances. Interest capitalized was $3,878, $4,708 and $1,912 for 2007, 2006 and 2005, respectively.

7. Amortizable intangibles

Amortizable intangible assets were comprised of the following:

	December 31, 2007	December 31, 2006
Noncompetition and other agreements	$ 276,182	$ 261,836
Lease agreements	8,738	8,738
Deferred debt issuance costs	72,618	73,826
	357,538	344,400
Less accumulated amortization	(174,496)	(140,679)
Total amortizable intangible assets	$ 183,042	$ 203,721

Amortizable intangible liabilities were comprised of the following:

	December 31, 2007	December 31, 2006
Alliance and product supply agreement commitment (See Note 19)	$ 68,200	$120,300
Less accumulated amortization	(26,893)	(15,037)
	$ 41,307	$105,263

Net amortization expense from noncompetition and other agreements and the amortizable intangible liabilities was $14,480, $12,578 and $11,582 for 2007, 2006 and 2005, respectively. Lease agreements are amortized to rent expense, which was $2,240 in 2007, $3,309 in 2006, and $690 in 2005, respectively. Deferred debt issuance costs are amortized to debt expense as described in Note 13 to the consolidated financial statements.

Scheduled amortization charges from intangible assets and liabilities as of December 31, 2007 were as follows:

	Noncompetition and other agreements	Deferred debt issuance costs	Alliance and Product Supply Agreement liability
2008	$22,808	$9,772	$ (5,330)
2009	19,428	9,646	(5,330)
2010	18,340	9,374	(5,330)
2011	17,488	8,914	(5,330)
2012	16,138	6,418	(5,330)
Thereafter	39,206	5,510	(14,657)

8. Investments in third-party businesses

Investments in non-consolidated dialysis businesses and related advances were $19,446 and $1,813 at December 31, 2007 and 2006. During 2007, 2006 and 2005, the Company recognized income of $1,217, $2,308 and $1,406, respectively, relating to investments in non-consolidated businesses under the equity method. These amounts are included as a reduction to minority interest expense in the consolidated statements of income.

On December 31, 2007, the Company acquired a 50% noncontrolling ownership interest in a joint venture that operates six dialysis centers for $17,550. During 2006, the Company acquired a majority voting interest in one business that was previously minority-controlled and sold its interest in one minority-controlled business. The Company did not recognize a gain or loss on the sale as the investment was carried at fair value as a result of the DVA Renal Healthcare acquisition.

9. Investments

In accordance with SFAS No. 115 and based on the Company's intentions and strategy involving investments, the Company classifies certain debt securities as held-to-maturity and records them at amortized cost. Equity securities that have readily determinable fair values and other debt securities classified as available for sale are recorded at fair value.

The Company's investments consist of the following:

	December 31, 2007			December 31, 2006		
	Held to maturity	Available for sale	Total	Held to maturity	Available for sale	Total
Certificates of deposit and U.S. treasury notes due within one year	$19,804	$ —	$19,804	$1,500	$ —	$ 1,500
Investments in mutual funds	—	43,036	43,036	—	16,408	16,408
	$19,804	$43,036	$62,840	$1,500	$16,408	$17,908
Short-term investments	$19,804	$20,474	$40,278	$1,500	$ 3,234	$ 4,734
Long-term investments	—	22,562	22,562	—	13,174	13,174
	$19,804	$43,036	$62,840	$1,500	$16,408	$17,908

The cost of the certificates of deposit and U.S. treasury notes at December 31, 2007 and 2006, as well as the investments in mutual funds at December 31, 2006, approximates fair value. As of December 31, 2007, the available for sale investments included $850 of gross pre-tax unrealized gains. During 2007, the Company recorded gross pre-tax unrealized gains of $6,892 in other comprehensive income associated with changes in the fair value of these investments as well as the NxStage common stock, as discussed below. During 2007, the Company sold investments in mutual funds for net proceeds of $6,406, and recognized a pre-tax gain of $104, or $64 after tax, that was previously recorded in other comprehensive income. This pre-tax gain is included in other income. The Company also received $4,795 from maturities of certificates of deposits and treasury notes, during 2007.

On February 7, 2007, the Company entered into a National Provider Agreement with NxStage, Inc. The agreement provides the Company with the ability to purchase NxStage home-based hemodialysis products at a potential discount depending upon the achievement of certain volume targets. The agreement has an initial term of three years, terminating on December 31, 2009, and may be extended in six-month increments up to two additional years if certain volume targets are met. As a part of the agreement, the Company purchased outright all of its NxStage System One equipment then in use for $5,100, and will purchase a majority of its future home-based hemodialysis equipment and supplies from NxStage. In connection with the provider agreement, the Company purchased two million shares of NxStage common stock in a private placement offering for $20,000, representing an ownership position of approximately 7% in NxStage. The Company subsequently sold these shares in the second and third quarters of 2007 for net proceeds of $25,868 and recognized a pre-tax gain of $5,938, or $3,628 after tax, that was previously recorded in other comprehensive income. The pre-tax gain is included in other income.

10. Goodwill

Changes in the book value of goodwill were as follows:

	Year ended December 31,	
	2007	2006
Balance at January 1	$3,667,853	$3,594,383
Acquisitions	105,609	79,948
DVA Renal Healthcare income tax adjustments and other adjustments	(4,951)	(5,811)
Divestitures and other adjustments	(578)	(667)
Balance at December 31	$3,767,933	$3,667,853

11. Other liabilities

Other accrued liabilities were comprised of the following:

	December 31,	
	2007	2006
Payor refunds and retractions	$333,089	$322,155
Insurance and self-insurance accruals	66,222	74,607
Accrued interest	48,506	48,781
Accrued non-income tax liabilities	12,386	11,610
Other	25,948	16,066
	$486,151	$473,219

12. Income taxes

On January 1, 2007, the Company adopted the provisions of FASB Interpretation 48 (FIN 48) *Accounting for Income Tax Uncertainties*, which clarifies the accounting for uncertainty in income taxes recognized in the consolidated financial statements in accordance with SFAS Statement No. 109 *Accounting for Income Taxes*. The Interpretation prescribes a recognition threshold of more-likely-than-not and a measurement attribute on all tax positions taken or expected to be taken in a tax return in order to be recognized in the financial statements. In making this assessment, a company must determine whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based solely on the technical merits of the position and must assume that the tax position will be examined by the appropriate taxing authority that would have full knowledge of all relevant information. Once the recognition threshold is met, the tax position is then measured to determine the actual amount of benefit to recognize in the financial statements. In addition, the recognition threshold of more-likely-than-not must continue to be met in each reporting period to support continued recognition of the tax benefit. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold should be derecognized in the financial reporting period in which that threshold is no longer met.

As a result of implementing FIN 48, the Company recognized an increase of $22,860 to the beginning balance of its current and long-term deferred tax assets, offset by increases in its current taxes payable and other long-term liabilities of $18,969. This recognized net tax benefit of $3,891 was recorded as an increase to the

beginning balance of retained earnings on January 1, 2007. The Company also recorded a decrease of $4,951 to the beginning balance of current taxes payable and long-term deferred tax liabilities, and a corresponding decrease to goodwill as a result of recognizing tax benefits associated with our acquisition of DVA Renal Healthcare.

A reconciliation of the beginning and ending amount of unrecognized tax benefits was as follows:

	Year ended December 31, 2007
Balance January 1, 2007	$27,925
Additions for tax positions related to 2007.	1,798
Additions for tax positions related to prior years.	416
Reductions for tax positions related to prior years	(3,200)
Settlements	(1,195)
Balance December 31, 2007	$25,744

As of December 31, 2007, it is reasonably possible that $17,493 of unrecognized tax benefits may be recognized within the next 12 months, primarily related to the filing of a tax accounting method change request for recently acquired entities. This change will have no impact on the Company's effective tax rate. As of December 31, 2007, unrecognized tax benefits totaling $7,522 would affect the Company's effective tax rate, if recognized.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in its income tax expense. At December 31, 2007, the Company had approximately $2,600 accrued for interest and penalties related to unrecognized tax benefits.

The Company and its subsidiaries file U.S. federal income tax returns and various state returns. The Company is no longer subject to U.S. federal, state and local examinations by tax authorities for years before 2003. The Internal Revenue Service (IRS) completed an examination of the Company's U.S. federal income tax returns for 2003 and 2004 during the second quarter of 2007. The examination did not result in any material impact to the Company's consolidated financial statements.

Income tax expense consisted of the following:

	Year ended December 31,		
	2007	2006	2005
Current:			
Federal	$196,697	$159,054	$178,569
State	30,446	24,009	33,564
Deferred:			
Federal	14,945	(12)	(60,866)
State	3,656	2,354	(10,502)
	$245,744	$185,405	$140,765

The allocations of income tax expense were as follows:

	Year ended December 31,		
	2007	2006	2005
Continuing operations	$245,744	$186,430	$123,675
Discontinued operations	—	—	8,377
Gain on discontinued operations	—	(1,025)	8,713
	$245,744	$185,405	$140,765

Deferred tax assets and liabilities arising from temporary differences were as follows:

	December 31,	
	2007	2006
Receivables, primarily allowance for doubtful accounts	$ 61,184	$ 47,054
Alliance and product supply agreement	16,069	40,947
Accrued liabilities	191,140	154,169
Other	43,218	27,638
Deferred tax assets	311,611	269,808
Valuation allowance	(9,353)	(10,656)
Net deferred tax assets	302,258	259,152
Intangible assets	(206,236)	(155,762)
Property and equipment	(12,825)	(18,953)
Other	(1,674)	(10,989)
Deferred tax liabilities	(220,735)	(185,704)
Net deferred tax assets	$ 81,523	$ 73,448

At December 31, 2007, the Company had state net operating loss carryforwards of approximately $147,890 that expire through 2027, and federal net operating loss carryforwards of $16,579 that expire through 2027. The utilization of these losses may be limited in future years based on the profitability of certain separate-return entities. The valuation allowance decrease of $1,303 related to changes in the estimated tax benefit of capital losses and federal and state operating losses of separate-return entities, of which an increase of $1,157 is included as a component of tax expense and a $2,460 decrease is an adjustment to income taxes payable in connection with the adoption of FIN 48. A total of approximately $2,700 of valuation allowance will reduce goodwill when the related tax benefits are first recognized.

The reconciliation between our effective tax rate from continuing operations and the U.S. federal income tax rate is as follows:

	Year ended December 31,		
	2007	2006	2005
Federal income tax rate	35.0%	35.0%	35.0%
State taxes, net of federal benefit	3.5	3.9	3.4
Changes in deferred tax valuation allowances	0.2	(0.1)	(0.7)
Other	0.5	0.4	(0.3)
Effective tax rate	39.2%	39.2%	37.4%

13. Long-term debt

Long-term debt was comprised of the following:

	December 31,	
	2007	2006
Senior Secured Credit Facilities:		
Term loan A	$ 229,250	$ 279,250
Term loan B	1,705,875	2,105,875
Senior and senior subordinated notes	1,750,000	1,350,000
Acquisition obligations and other notes payable	11,047	9,197
Capital lease obligations	6,667	6,929
Total principal debt outstanding	3,702,839	3,751,251
Premium on the 6-5/8% senior notes	4,479	—
	3,707,318	3,751,251
Less current portion	(23,431)	(20,871)
	$3,683,887	$3,730,380

Scheduled maturities of long-term debt at December 31, 2007 were as follows:

2008	$ 23,431
2009	63,916
2010	89,034
2011	66,570
2012	1,706,541
Thereafter	1,753,347

Senior Secured Credit Facility

The Senior Secured Credit Facilities are guaranteed by substantially all of the Company's direct and indirect wholly-owned subsidiaries and are secured by substantially all of the Company's and its subsidiary guarantors' assets. The Senior Secured Credit Facilities also contain customary affirmative and negative covenants and require compliance with financial covenants, including an interest rate coverage ratio, and a leverage ratio that determines the interest rate margins on term loan A and the revolving line of credit. The Senior Secured Credit Facilities in general also contain limits on the general amount of capital expenditures for internal growth,

acquisitions and capital improvements (see discussion below) as well as limits on the amount of tangible net assets for non-guarantor subsidiaries.

Term Loans

Term loan A and term loan B total outstanding borrowings each consist of various individual tranche amounts that can range in maturity from one month to twelve months. Each specific tranche bears interest at a LIBOR rate determined by the maturity of that specific tranche and the interest rates are reset as each specific tranche matures. The overall weighted average interest rate for each term loan is determined based upon the LIBOR interest rates in effect for each individual tranche plus the interest rate margin.

During 2007 and 2006, the Company made principal payments totaling $50,000 and $62,000 on term loan A, respectively, and $400,000 and $338,000 on term loan B, respectively. The principal payments made on term loan A and term loan B in 2007 were prepayments. The term loan B prepayment was made from the proceeds of issuing the senior notes as discussed below. In 2006, $35,000 were mandatory principal payments as required for term loan A and $24,500 were mandatory principal payments as required for term loan B. The balance of the principal payments in 2006 were prepayments. As a result of the principal prepayment made in 2007 and 2006, the Company wrote off a total of $4,371 and $3,270, respectively, of deferred financing costs, which is included in debt expense.

Term Loan A

On February 27, 2007, the Company's interest rate margin on its term loan A was reduced by 0.25% as a result of achieving certain financial ratios as defined in the Senior Secured Credit Facilities.

Term loan A currently bears interest at LIBOR plus a margin of 1.50%, for an overall weighted average effective rate of 6.35% at December 31, 2007. The interest rate margin is subject to adjustment depending upon certain financial conditions and could range from 1.50% to 2.25%. Term loan A matures in October 2011 and requires annual principal payments of $14,875 in 2008, $61,250 in 2009, $87,500 in 2010 and $65,625 in 2011, respectively.

Term Loan B

On February 23, 2007, the Company amended and restated its existing Senior Secured Credit Facilities to, among other things, reduce the interest rate margin on term loan B by 0.50%, and to amend certain financial covenants. The amended term loan B bears interest at LIBOR plus a margin of 1.50%, for an overall weighted average effective rate of 5.80%, including the impact of the Company's swap agreements, except for the forward interest rate swap agreements, as of December 31, 2007. Other terms that were changed included the amount by which the Company can elect to increase the revolving and term loan commitments from $500,000 to $750,000 and certain limitations on purchases, redemptions or acquisitions of capital stock, the payment of dividends and distributions in cash. Further, limitations on capital expenditures for internal growth will not apply during the periods in which the Company's leverage ratio is less than 3.5:1. The Company's leverage ratio as of December 31, 2007 was less than 3.5:1. The Company incurred financing costs of $1,781 which were deferred and also expensed $248 of other costs in connection with this transaction, which are included in debt expense. Term loan B matures in October 2012 and requires principal payments of $1,705,875 in year 2012.

Revolving Lines of Credit

The Company has an undrawn revolving line under the Senior Secured Credit Facilities totaling $250,000, of which approximately $41,000 was committed for outstanding letters of credit. The Company also has other undrawn revolving lines of credit totaling $7,200 associated with several of its joint ventures.

Senior and Senior Subordinated Notes

On February 23, 2007, the Company issued $400,000 of 6 5/8% senior notes due 2013 in a private offering, realizing $405,080 in proceeds, which included a $5,080 premium, and incurred $2,719 in related deferred financing costs. These senior notes are part of the same series of debt securities as the $500,000 aggregate principal amount of 6 5/8% senior notes that were issued in March 2005. The effective interest rate for the $400,000 of 6 5/8% senior notes is 6.45%. The senior notes are guaranteed by substantially all of the Company's direct and indirect wholly-owned subsidiaries and require semi-annual interest payments which began March 15, 2007. The senior notes may be redeemed by the Company in whole or part at any time on or after March 15, 2009, at certain specified prices. The Company used $400,000 of these proceeds to pay down its term loan B as discussed above.

The Company's senior and senior subordinated notes, as of December 31, 2007, consisted of $900,000 of 6 5/8% senior notes due 2013 and $850,000 of 7 1/4% senior subordinated notes due 2015. The notes are guaranteed by substantially all of the Company's direct and indirect wholly-owned subsidiaries and require semi-annual interest payments in March and September. The Company may redeem some or all of the senior notes at any time as described above and some or all of the senior subordinated notes at any time on or after March 15, 2010.

Interest rate swaps

As of December 31, 2007, the Company maintained a total of nine interest rate swap agreements with amortizing notional amounts totaling $968,000. These agreements had the economic effect of modifying the LIBOR-based variable interest rate on an equivalent amount of debt to fixed rates ranging from 3.08% to 4.27%, resulting in an overall weighted average effective interest rate of 5.37% on the hedged portion of our Senior Secured Credit Facilities, including the term loan B margin of 1.50%. The swap agreements expire in 2008 through 2010 and require quarterly interest payments. In addition, the Company maintains two forward interest rate swap agreements with notional amounts totaling $200,000. These forward interest rate swaps will have the economic effect of modifying the LIBOR-based interest rates to fixed rates of 4.05% and 4.70% on the Company's term loan B outstanding debt. These forward interest rate swaps take effect on September 30, 2008, require quarterly interest payments beginning in December 2008, and expire in 2010. During 2007, 2006, and 2005 the Company accrued net cash benefits (obligations) of approximately $14,497, $15,791, and $(285), respectively, from these swaps, which are included in debt expense. During 2005, the Company also incurred additional net cash obligations of $1,461 from these swaps, which is included in swap valuation gains. The Company estimates that approximately $500 of existing unrealized pre-tax losses in other comprehensive income at December 31, 2007, will be reclassified into income in 2008. As of December 31, 2007 and 2006, the total fair value of these swaps was a net liability of $511 and an asset of $29,544, respectively. The 2007 amount was primarily included in other long-term liabilities and the 2006 amount was primarily included in other long-term assets. Also during 2007, the Company recorded $16,027, net of tax, as reductions to other comprehensive income for valuation losses, net of amounts reclassified into income.

As of December 31, 2007, the Company had approximately 50% of its variable rate debt and approximately 74% of its total debt economically fixed.

As a result of the swap agreements, the Company's overall Senior Secured Credit Facilities effective weighted average interest rate was 5.90%, based upon the current margins in effect of 1.50%, as of December 31, 2007.

At December 31, 2007, the Company's overall average effective interest rate was 6.37%.

Debt expense

Debt expense consisted of interest expense of $242,720, $262,967 and $134,429, amortization of deferred financing costs of $9,808, $10,469 and $5,157 for 2007, 2006 and 2005, respectively, and in 2007 and 2006, included the write-off of $4,371 and $3,270, respectively, of deferred financing costs. Debt expense in 2007 also included $248 of other costs associated with the amendment and reinstatement of the Senior Secured Credit Facilities. These interest expense amounts are net of capitalized interest.

2005 Transactions

In conjunction with the repayment and extinguishment of the Company's prior Senior Secured Credit Facilities during 2005, the Company wrote off deferred financing costs of $8,170 and reclassified into net income $8,100 of swap valuation gains that were previously recorded in other comprehensive income. These gains represented the accumulated fair value of several interest rate swap instruments that became ineffective as cash flow hedges as a result of the repayment of the prior Senior Secured Credit Facilities. In addition, the Company recorded a net loss of $2,100 related to changes in fair values of these swaps that were not effective as interest rate hedges until they were redesignated in the second quarter of 2005.

Portions of the Company's various interest rate swap agreements that were previously designated and expected to be effective as forward cash flow hedges became ineffective as a result of the Company not having any variable rate LIBOR-based interest payments during a portion of 2005. This resulted in a net charge of $1,700 to swap valuation gains, which includes the $1,461 discussed above as well as a reclassification into income of $2,000 of swap valuation losses that were previously recorded in other comprehensive income. The swap payment periods that began after October 2005 were highly effective as cash flow hedges with gains or losses from changes in their fair values reported in other comprehensive income.

14. Leases

The majority of the Company's facilities are leased under non-cancelable operating leases, ranging in terms from five to ten years, which contain renewal options of five to ten years at the fair rental value at the time of renewal or at rates subject to periodic consumer price index increases. The Company also leases certain equipment under capital leases.

Future minimum lease payments under non-cancelable operating leases and capital leases are as follows:

	Operating leases	Capital leases
2008	$ 170,192	$ 1,579
2009	151,344	1,162
2010	136,480	962
2011	121,913	966
2012	101,035	987
Thereafter	336,131	4,452
	$1,017,095	10,108
Less portion representing interest		(3,441)
Total capital lease obligations, including current portion		$ 6,667

Rent expense under all operating leases for 2007, 2006, and 2005 was $200,626, $187,139 and $109,511, respectively. Rent expense is recorded on a straight line basis, over the term of the lease, for leases that contain fixed escalation causes. Leasehold improvement incentives are deferred and amortized to rent expense over the term of the lease. The net book value of property and equipment under capital leases was $7,191, $5,765 and $6,094 at December 31, 2007, 2006 and 2005, respectively. Capital lease obligations are included in long-term debt. See Note 13 to the consolidated financial statements.

15. Employee benefit plans

The Company has a savings plan for substantially all employees which has been established pursuant to the provisions of Section 401(k) of the Internal Revenue Code, or IRC. The plan provides for employees to contribute a percentage of their base annual salaries on a tax-deferred basis not to exceed IRC limitations. The Company does not provide any matching contributions.

During 2000, the Company established the DaVita Inc. Profit Sharing Plan. Contributions to this defined contribution benefit plan are made at the discretion of the Company as determined and approved by the Board of Directors. All contributions are deposited into an irrevocable trust. The profit sharing award for each eligible participant is based upon the achievement of employee-specific and/or corporate financial and operating goals. During 2004 the Company elected to discontinue funding the profit sharing plan and to distribute similar awards directly to the recipients, or at their discretion to their 401(k) accounts. In December 2007, the DaVita Profit Sharing Plan was merged into the Company's 401(k) Plan.

On October 5, 2005, the Company's Board of Directors approved the adoption of the DaVita Voluntary Deferral Plan. This plan is non-qualified and permits certain employees whose annualized base salary equals or exceeds a minimum annual threshold amount as set by the Company to elect to defer all or a portion of their annual bonus payment and, as originally adopted, up to 15% of their base salary into a deferral account maintained by the Company. Total contributions to this plan in 2007 and 2006 were $1,601, and $1,296, respectively. Effective January 1, 2006, the elective deferral percentage for base salary was increased to up to 50% of a participant's base salary. Deferred amounts are generally paid out in cash at the participant's election either in the first or second year following retirement or in a specified future period at least three to four years after the deferral election was effective. Participants are credited with their proportional amount of annual earnings from the plan. The assets of this plan are held in a "rabbi trust" and as such are subject to the claims of the Company's general creditors in the event of its bankruptcy.

As part of the acquisition of DVA Renal Healthcare on October 5, 2005, the Company acquired an Executive Retirement Plan for certain members of management. The plan is non-qualified and contributions to the plan were made at the discretion of DVA Renal Healthcare based upon a pre-determined percentage of a participant's base salary. Effective November 2005, all contributions to this plan were discontinued and the balance of the plan assets will be paid out upon termination of each individual participant.

The Company maintains a non-qualified deferred compensation plan for key employees. Company contributions are discretionary and are deposited into a rabbi trust. Participants in the plan are subject to a vesting period and typically receive annual distributions from the plan commencing one year after grant date, although in certain situations distributions are paid upon termination or retirement. Participants also have the option to direct their balances into certain investment funds and are credited with their proportional amount of earnings from the investments. The assets of this plan as held in the rabbi trust and are subject to the claims of the Company's general creditors in the event of its bankruptcy. During 2007 and 2006, the Company contributed $15,710 and $2,430 into the plan.

The Company also maintains a non-qualified deferred compensation plan for certain employees. Company contributions to the plan are discretionary and are deposited into a rabbi trust that is not subject to general creditors claims in the event of bankruptcy by the Company. Participants in the plan are subject to a vesting period and will receive their proportionate amount of the Company's contribution plus earnings in December of 2008. Participants are credited with their proportional amount of earnings from the investments within the plan. During 2007, the Company contributed $14,774 into this plan.

The fair value of the assets held in trust as of December 31, 2007, and 2006 totaled $43,036 and $16,408, respectively. The assets are available for sale and as such are recorded at fair market value with changes in the fair market values being recorded in other comprehensive income. Any fair market value changes to the corresponding liability balance will be recorded as compensation expense. See Note 9 to the consolidated financial statements.

Most of the Company's outstanding employee stock plan awards include a provision accelerating the vesting of the award in the event of a change of control. The Company also maintains a change of control protection program for its employees who do not have a significant number of stock awards, which has been in place since 2001, and which provides for cash bonuses to employees in the event of a change of control. Based on the market price of the Company's stock and the outstanding shares of its common stock on December 31, 2007, these cash bonuses would total approximately $234,000 if a control transaction occurred at that price and the Company's Board of Directors did not modify the program. This amount has not been accrued at December 31, 2007, and would only be accrued upon a change of control. These compensation programs may affect the price an acquirer would be willing to pay.

16. Contingencies

The majority of the Company's revenues are from government programs and may be subject to adjustment as a result of: (1) examination by government agencies or contractors, for which the resolution of any matters raised may take extended periods of time to finalize; (2) differing interpretations of government regulations by different fiscal intermediaries or regulatory authorities; (3) differing opinions regarding a patient's medical diagnosis or the medical necessity of services provided; and (4) retroactive applications or interpretations of governmental requirements. In addition, the Company's revenues from commercial payors may be subject to adjustment as a result of potential claims for refunds, as a result of government actions or as a result of other claims by commercial payors.

United States Attorney inquiries

In February 2007, the Company received a request for information from the Office of Inspector General, U.S. Department of Health and Human Services, or OIG, for records relating to Epogen®, or EPO, claims submitted to Medicare. In August 2007, the Company received a subpoena from the OIG seeking similar documents. The requested documents relate to services provided from 2001 to 2004 by a number of the Company's centers. The request and subpoena were sent from the OIG's offices in Houston and Dallas, Texas. The Company is cooperating with the inquiry and is producing the requested records. The Company has been in contact with the United States Attorney's Office, or U.S. Attorney's Office, for the Eastern District of Texas, which has stated that this is a civil inquiry related to EPO claims. There appears to be substantial overlap between this issue and the ongoing review of EPO utilization and claims by the U.S. Attorney's Office, for the Eastern District of Missouri in St. Louis described below. To the Company's knowledge, no proceedings have been initiated against the Company at this time. Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena will continue to require management's attention and significant legal expense. Any negative findings could result in substantial financial penalties against the Company and exclusion from future participation in the Medicare and Medicaid programs.

On March 4, 2005, the Company received a subpoena from the U.S. Attorney's Office for the Eastern District of Missouri in St. Louis. The subpoena requires production of a wide range of documents relating to our operations, including documents related to, among other things, pharmaceutical and other services provided to patients, relationships with pharmaceutical companies, and financial relationships with physicians and joint ventures. The subpoena covers the period from December 1, 1996 through the present. In October 2005, the Company received a follow-up request for additional documents related to specific medical director and joint venture arrangements. In February 2006, the Company received an additional subpoena for documents, including certain patient records relating to the administration and billing of EPO. In May 2007, the Company received a request for documents related to durable medical equipment (DME) and supply companies owned and operated by the Company. The Company is producing documents and providing information to the government. The Company is also cooperating, and intends to continue to cooperate, with the government's investigation, including by participating in discussions and meetings with the government. The subpoenas have been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against the Company in connection with this inquiry. Any negative findings could result in substantial financial penalties against the Company, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. To the Company's knowledge, no proceedings have been initiated against the Company at this time. Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as this to continue for a considerable period of time. Responding to the subpoenas will continue to require management's attention and significant legal expense.

On October 25, 2004, the Company received a subpoena from the U.S. Attorney's Office for the Eastern District of New York in Brooklyn. The subpoena covers the period from 1996 to present and requires the production of a wide range of documents relating to the Company's operations, including DaVita Laboratory Services. Gambro Healthcare received a similar subpoena in November 2004. The subpoena also includes specific requests for documents relating to testing for parathyroid hormone levels, or PTH, and to products relating to vitamin D therapies. The subpoena has been issued in connection with a joint civil and criminal investigation. It is possible that criminal proceedings may be initiated against the Company in connection with this inquiry. Any negative findings could result in substantial financial penalties against the Company, exclusion from future participation in the Medicare and Medicaid programs and criminal penalties. Other participants in the dialysis industry received a similar subpoena, including Fresenius Medical Group. To the Company's knowledge,

no proceedings have been initiated against the Company at this time. Although the Company cannot predict whether or when proceedings might be initiated or when these matters may be resolved, it is not unusual for investigations such as these to continue for a considerable period of time. Responding to the subpoena may continue to require management's attention and significant legal expense.

Other

The Company has received several notices of claims from commercial payors and other third parties related to historical billing practices and claims against DVA Renal Healthcare (formerly known as Gambro Healthcare) related to historical Gambro Healthcare billing practices and other matters covered by their settlement agreement with the Department of Justice. At least one commercial payor has filed an arbitration demand against the Company, as described below, and additional commercial payors have threatened litigation. The Company intends to defend against these claims vigorously; however, the Company may not be successful and these claims may lead to litigation and any such litigation may be resolved unfavorably. Although the ultimate outcome of these claims cannot be predicted at this time, an adverse result in excess of the Company's established reserves, with respect to one or more of these claims could have a material adverse effect on the Company's business, financial condition, results of operations and liquidity.

In December 2007, the Company entered into a Settlement Agreement with the State of New York to resolve certain billing issues that had been the subject of inquiry by the New York Attorney General's Medicaid Fraud Control Unit, or MFCU. The Company had received several informal inquiries from representatives of MFCU regarding billing practices for facilities managed by the Company in New York. The Settlement Agreement covers numerous dialysis facilities in New York for which the Company, through its subsidiaries, provides administrative services. The Company paid $1,457 in settlement, which included the amount of the overpayments by the New York Medicaid program plus interest; no fines or penalties were assessed.

In October 2007, the Company was contacted by the Attorney General's Office for the State of Nevada. The Attorney General's Office informed the Company that it was conducting a criminal investigation of the Company's operations in Nevada and that the investigation related to the billing of pharmaceuticals, including EPO. On February 8, 2008, the Attorney General's Office informed the Company that the criminal investigation has been discontinued. The Attorney General's Office further advised the Company that Nevada Medicaid intends to conduct audits of ESRD providers in Nevada, including the Company, and that such audits will relate to the issues that were the subjects of the criminal investigation. Any negative findings could result in substantial financial penalties against the Company and exclusion from future participation in the Medicare and Medicaid programs. To the Company's knowledge, no proceedings have been initiated against the Company at this time.

On August 28, 2007, Sheet Metal Workers National Health Fund and Glenn Randle filed a complaint in the United States District Court for the Central District of California against the Company. The complaint also names as defendants Amgen, Inc. and Fresenius Medical Care Holdings, Inc. The complaint is styled as a class action and alleges four claims against the Company, including violations of the federal RICO statute, California's unfair competition law, California's false advertising law and for unjust enrichment. The complaint's principal allegations against the Company are that the defendants engaged in a scheme to unlawfully promote the administration of EPO to hemodialysis patients intravenously, as opposed to subcutaneously, and to over-utilize EPO. The Company intends to vigorously defend against these claims. The Company also intends to vigorously oppose the certification of this matter as a class action. At this time, the Company cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

On August 8, 2005, Blue Cross/Blue Shield of Louisiana filed a complaint in the United States District Court for the Western District of Louisiana against Gambro AB, DVA Renal Healthcare (formerly Gambro Healthcare) and related entities. The plaintiff sought to bring its claims as a class action on behalf of itself and all

entities that paid any of the defendants for health care goods and services from on or about January 1991 through at least December 2004. The complaint alleged, among other things, damages resulting from facts and circumstances underlying Gambro Healthcare's December 2004 settlement agreement with the Department of Justice and certain agencies of the United States Government. In March 2006, the case was dismissed and the plaintiff was compelled to seek arbitration to resolve the matter. In November 2006, the plaintiff filed a demand for class arbitration against the Company and DVA Renal Healthcare. The Company intends to vigorously defend against these claims. The Company also intends to vigorously oppose the certification of this matter as a class action. At this time, the Company cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

In June 2004, Gambro Healthcare was served with a complaint filed in the Superior Court of California by one of its former employees who worked for its California acute services program. The complaint, which is styled as a class action, alleges, among other things, that DVA Renal Healthcare (formerly Gambro Healthcare) failed to provide overtime wages, defined rest periods and meal periods, or compensation in lieu of such provisions and failed to comply with certain other California labor code requirements. The Company intends to vigorously defend against this claim. The Company also intends to vigorously oppose the certification of this matter as a class action. Although the ultimate outcome of these claims cannot be predicted, the Company does not expect that an unfavorable result, if any, would have a material adverse effect on the Company's business, financial condition, liquidity or results of operations.

In addition to the foregoing, the Company is subject to claims and suits, including from time to time, contractual disputes and professional and general liability claims, as well as audits and investigations by various government entities, in the ordinary course of business. The Company believes that the ultimate resolution of any such pending proceedings, whether the underlying claims are covered by insurance or not, will not have a material adverse effect on its financial condition, results of operations or cash flows.

17. Shareholders' equity and stock-based compensation

Authorized capital stock of the Company

On May 29, 2007, DaVita's stockholders approved an amendment to its Amended and Restated Certificate of Incorporation to increase the number of shares of authorized common stock from 195,000,000 to 450,000,000 shares.

Stock-based compensation

Effective January 1, 2006, the Company implemented Statement of Financial Accounting Standards (SFAS) No. 123(R) *Share-Based Payment*, which requires the measurement and recognition of cost for all stock-based awards made to employees and directors, including stock options, stock appreciation rights, stock units and discounted employee stock purchases. Under this standard, the Company's stock-based compensation awards are measured at estimated grant-date fair value and recognized as compensation expense over their requisite service periods. SFAS No. 123(R) supersedes the Company's previous accounting under Accounting Principles Board Opinion (APB) No. 25 *Accounting for Stock Issued to Employees*, under which the Company did not recognize compensation expense for most of its stock options. In March 2005, the Securities and Exchange Commission issued Staff Accounting Bulletin No. 107 relating to the application of SFAS No. 123(R), and the Company has applied the provisions of SAB 107 in its adoption of SFAS No. 123(R).

The Company implemented SFAS No. 123(R) using the modified prospective transition method. In accordance with this method, our consolidated financial statements for periods prior to fiscal year 2006 have not

been restated to reflect this change. The standard also requires that tax benefits realized from stock award exercise gains in excess of stock-based compensation expense recognized for financial statement purposes be reported on a prospective basis as cash flows from financing activities rather than as operating cash flows. The Company also elected to use the method available under FASB Staff Position FSP No. 123(R)-3 *Transition Election Related to Accounting for the Tax Effects of Share-Based Payment Awards*, which provides an alternative method for calculating historical excess tax benefits from the method described in SFAS No. 123(R) for stock-based compensation awards.

Under SFAS No. 123(R), stock-based compensation recognized during a period is based on the estimated grant-date fair value of the portion of each stock-based award vesting during that period, adjusted for expected forfeitures. Stock-based compensation recognized in the Company's consolidated financial statements for the years ended December 31, 2007 and 2006 includes compensation cost for stock-based awards granted prior to, but not fully vested as of, December 31, 2005 and stock-based awards granted in 2006 and 2007. The Company previously recognized the effect of stock unit forfeitures as they occurred, and the effect of transitioning to recognition of expense based on expected forfeitures was insignificant. Shares issued upon exercise of stock awards are generally issued from shares in treasury.

Prior to 2006, the Company accounted for stock-based compensation in accordance with APB No. 25 *Accounting for Stock Issued to Employees*, as allowed under SFAS No. 123 *Accounting for Stock-based Compensation*. Under APB No. 25, stock option grants to employees did not result in an expense if the exercise price was at least equal to the market price at the date of grant. However, under APB No. 25 the Company did recognize compensation expense for stock units, which were valued at the closing stock price on the date of grant and amortized over their respective vesting periods, and for modifications to stock awards as required under FASB Interpretation No. 44 *Accounting for Certain Transactions Involving Stock Compensation*.

Stock-based compensation plans and agreements

On May 29, 2007, the Company's stockholders approved an amendment and restatement of the Company's Employee Stock Purchase Plan to increase the number of shares of common stock available for issuance under that plan by 800,001 shares, and approved an amendment and restatement of the Company's 2002 Equity Compensation Plan to increase the number of shares of common stock available for issuance under that plan by 6,000,000 shares and, among other things, to remove certain available share recycling features, to change the limit on the maximum number of shares of common stock that may be subject to awards granted to any single recipient in any consecutive twenty-four month period so that such limit applies only to awards of stock options and stock appreciation rights, and to provide additional exceptions from the three year minimum vesting period generally applicable to grants of restricted stock units and other full share awards.

The Company's stock-based compensation plans and agreements are described below.

2002 Plan. The DaVita Inc. 2002 Equity Compensation Plan as amended on May 29, 2007 (the 2002 Plan) provides for grants of stock-based awards to employees, directors and other individuals providing services to the Company, except that incentive stock options may only be awarded to employees. The 2002 Plan mandates a maximum award term of five years, and stipulates that stock options and stock appreciation rights be granted with prices not less than the fair market value on the date of grant. The 2002 Plan further requires that full share awards such as restricted stock units reduce shares available under the 2002 Plan at a rate of 3.0:1. The Company's nonqualified stock options, stock appreciation rights and stock units awarded under the 2002 Plan generally vest over 48 to 60 months from the date of grant. At December 31, 2007, there were 9,703,821 stock options and stock-settled stock appreciation rights and 204,345 stock units outstanding and 10,945,124 shares available for future grants under the 2002 Plan.

1999 Plan. The 1999 Non-Executive Officer and Non-Director Equity Compensation Plan (the 1999 Plan) provides for grants of stock options to employees and other individuals providing services, other than executive officers and members of the Board of Directors. The Company awards nonqualified stock options under the 1999 Plan which are generally issued with exercise prices equal to the market price of the stock on the date of grant, vest over 48 to 52 months from the date of grant and bear maximum award terms of five years. At December 31, 2007, there were 269,651 stock options outstanding and 305,274 shares available for future grants under the 1999 Plan.

Predecessor plans. Upon shareholder approval of the 2002 Plan on April 11, 2002, the following predecessor plans were terminated, except with respect to options then outstanding: the 1994 Equity Compensation Plan, the 1995 Equity Compensation Plan, the 1997 Equity Compensation Plan, and the 1999 Equity Compensation Plan. Shares available for future grants under these predecessor plans were transferred to the 2002 Plan upon its approval, and cancelled predecessor plan awards become available for new awards under the 2002 Plan. Stock options granted under these terminated plans were generally issued with exercise prices equal to the market price of the stock on the date of grant, vested over four years from the date of grant, and bore maximum award terms of five to 10 years. The RTC Plan, a special purpose option plan related to the merger between the Company and Renal Treatment Centers, Inc. in 1998, was terminated in 1999. At December 31, 2007, there were 567,069 stock options outstanding under these terminated plans.

Deferred stock unit agreements. During 2001 through 2003, the Company made nonqualified stock unit awards to members of the Board of Directors and certain key executive officers under stand-alone contractual deferred stock unit agreements. These awards vest over one to four years and are settled in stock when they vest or at a later date at the election of the recipient. At December 31, 2007, 63,636 stock units remained outstanding under these agreements.

A combined summary of the status of awards under these stock-based compensation plans and agreements, including base shares for stock appreciation rights and shares subject to stock option and stock unit awards, is as follows:

	Year ended December 31, 2007				
	Stock options and stock appreciation rights			Stock units	
	Awards	Weighted average exercise price	Weighted average remaining contractual life	Awards	Weighted average remaining contractual life
Outstanding at beginning of year	9,779,805	$38.06		437,735	
Granted	3,918,328	$53.22		38,643	
Exercised	(2,448,579)	$24.49		(120,175)	
Forfeited	(709,013)	$48.72		(88,222)	
Outstanding at end of period	10,540,541	$46.13	3.3	267,981	2.4
Awards exercisable at end of period	3,075,862	$36.52	2.5	44,881	1.3
Weighted-average fair value of awards granted during 2007	$ 13.89			$ 54.69	
Weighted-average fair value of awards granted during 2006	$ 13.38			$ 51.72	

Range of exercise prices	Awards outstanding	Weighted average exercise price	Awards exercisable	Weighted average exercise price
$ 0.00–$ 0.00	267,981	$ —	44,881	$ —
$ 0.01–$10.00	556,519	4.31	556,519	4.31
$10.01–$20.00	142,114	14.55	142,114	14.55
$20.01–$30.00	422,470	27.97	260,785	27.81
$30.01–$40.00	576,367	31.24	140,218	32.27
$40.01–$50.00	3,746,418	47.93	1,484,495	47.06
$50.01–$60.00	5,048,153	53.37	486,065	53.28
$60.01–$70.00	48,500	61.24	5,666	60.21
Total	10,808,522	$44.99	3,120,743	$36.00

For the years ended December 31, 2007, 2006, and 2005, the aggregate intrinsic value of stock awards exercised was $86,283, $109,562 and $104,000, respectively. At December 31, 2007, the aggregate intrinsic value of stock awards outstanding was $123,390 and the aggregate intrinsic value exercisable was $63,603.

Estimated fair value of stock-based compensation awards

The Company has estimated the grant-date fair value of stock option and stock-settled stock appreciation rights awards using the Black-Scholes-Merton valuation model and stock unit awards at intrinsic value on the date of grant. The following assumptions were used in estimating these values and determining the total stock-based compensation attributable to the current period:

Expected term of the awards: The expected term of awards granted represents the period of time that they are expected to remain outstanding from the date of grant. The Company determines the expected term of its stock awards based on its historical experience with similar awards, considering the Company's historical exercise and post-vesting termination patterns, and the terms expected by peer companies in near industries.

Expected volatility: Expected volatility represents the volatility anticipated over the expected term of the award. The Company determines the expected volatility for its awards based on the volatility of the price of its common stock over the most recent retrospective period commensurate with the expected term of the award, considering the volatility expectations implied by the market price of its exchange-traded options and the volatilities expected by peer companies in near industries.

Expected dividend yield: The Company has not paid dividends on its common stock and does not currently expect to pay dividends during the term of stock awards granted.

Risk-free interest rate: The Company bases the expected risk-free interest rate on the implied yield currently available on stripped interest coupons of U.S. Treasury issues with a remaining term equivalent to the expected term of the award.

A summary of the weighted average valuation inputs described above used for estimating the grant-date fair value of stock options and stock-settled stock appreciation rights granted in the periods indicated is as follows:

	Year ended December 31,		
	2007	2006	2005 pro-forma
Expected term	3.7 years	3.5 years	3.2 years
Expected volatility	25%	25%	27%
Expected dividend yield	0.0%	0.0%	0.0%
Risk-free interest rate	4.4%	5.0%	4.1%

The Company estimates expected forfeitures based upon historical experience with separate groups of employees that have exhibited similar forfeiture behavior in the past. Stock-based compensation expense is recorded only for awards that are expected to vest.

Employee stock purchase plan

The Employee Stock Purchase Plan as amended on May 29, 2007 entitles qualifying employees to purchase up to $25 of the Company's common stock during each calendar year. The amounts used to purchase stock are accumulated through payroll withholdings or through optional lump sum payments made in advance of the first day of the purchase right period. This compensatory plan allows employees to purchase stock for the lesser of 100% of the fair market value on the first day of the purchase right period or 85% of the fair market value on the last day of the purchase right period. Purchase right periods begin on January 1 and July 1, and end on December 31. Payroll withholdings and lump-sum payments related to the plan, included in accrued compensation and benefits, were $4,711, $5,991, and $3,264 at December 31, 2007, 2006 and 2005, respectively. Subsequent to December 31, 2007, 2006 and 2005, 98,353, 123,920 and 80,442 shares, respectively, were issued to satisfy obligations under the plan. At December 31, 2007, there were 1,156,305 shares available for future grants under this plan.

The fair value of employees' purchase rights was estimated as of the beginning dates of the purchase right periods using the Black-Scholes-Merton valuation model with the following weighted average assumptions for purchase right periods in 2007, 2006 and 2005, respectively: expected volatility of 23%, 23% and 27%; risk-free interest rate of 4.9%, 4.9% and 3.2%, and no dividends. Using these assumptions, the weighted average estimated fair value of these purchase rights was $13.96, $12.35 and $10.64 for 2007, 2006 and 2005, respectively.

Stock-based compensation expense and proceeds

For the years ended December 31, 2007 and 2006, the Company recognized $34,149 and $26,389, respectively, in stock-based compensation expense for stock options, stock appreciation rights, stock units and employee stock plan purchases, which is primarily included in general and administrative expenses in continuing operations. The estimated tax benefits recorded for this stock-based compensation in 2007 and 2006 were $12,820 and $9,678, respectively. As of December 31, 2007, there was $78,605 of total estimated unrecognized compensation cost related to nonvested stock-based compensation arrangements under the Company's equity compensation and stock purchase plans. The Company expects to recognize this cost over a weighted average remaining period of 1.6 years.

During the years ended December 31, 2007, 2006 and 2005, the Company received $54,697, $37,877 and $42,144 in cash proceeds from stock option exercises and $32,788, $40,375 and $38,484 in total actual tax benefits upon the exercise of stock awards, respectively.

Pro forma 2006 comparison under SFAS No. 123(R) and APB No. 25

The following table presents the impact of the adoption of SFAS No. 123(R) on selected items from the Company's consolidated financial statements for the year ended December 31, 2006:

	Year ended December 31, 2006	
	As reported under SFAS No. 123(R)	If reported under APB No. 25 proforma
Consolidated statement of income:		
Operating income	$ 739,432	$ 761,752
Income from continuing operations before income taxes	$ 475,759	$ 498,079
Income from continuing operations	$ 289,329	$ 303,554
Net income	$ 289,691	$ 303,916
Basic earnings per share from continuing operations	$ 2.79	$ 2.93
Basic earnings per share	$ 2.80	$ 2.94
Diluted earnings per share from continuing operations	$ 2.73	$ 2.86
Diluted earnings per share	$ 2.74	$ 2.86
Consolidated statement of cash flows:		
Net cash provided by operating activities	$ 519,571	$ 556,822
Net cash used in financing activities	$(329,117)	$(366,368)

Pro forma 2005 results under SFAS No. 123

The weighted average grant-date fair value of stock awards granted in 2005 was $12.94. If the Company had adopted the fair value-based compensation expense provisions of SFAS No. 123 upon the issuance of that standard, net earnings and net earnings per share would have been adjusted to the pro forma amounts indicated below (shares in 000's):

	Year ended December 31, 2005
Net income:	
As reported	$228,643
Add: Stock-based employee compensation expense included in reported net income, net of tax	2,112
Deduct: Total stock-based employee compensation expense under the fair value-based method, net of tax	(12,180)
Pro forma net income	$218,575
Pro forma basic earnings per share:	
Pro forma net income for basic earnings per share calculation	$218,575
Weighted average shares outstanding	100,713
Vested stock units	49
Weighted average shares for basic earnings per share calculation	100,762
Basic net income per share—Pro forma	$ 2.17
Basic net income per share—As reported	$ 2.27
Pro forma diluted earnings per share:	
Pro forma net income for diluted earnings per share calculation	$218,575
Weighted average shares outstanding	100,713
Vested stock units	49
Assumed incremental shares from stock plans	3,167
Weighted average shares for diluted earnings per share calculation	103,929
Diluted net income per share—Pro forma	$ 2.10
Diluted net income per share—As reported	$ 2.20

Other equity transactions

During 2007, the Company repurchased 111,300 shares of its common stock for $6,350. As of December 31, 2007, the total outstanding Board authorizations for share repurchases were approximately $243,000.

Shareholder rights plan

The Company's Board of Directors approved a shareholder rights plan on November 14, 2002. This plan is designed to assure that DaVita's shareholders receive fair treatment in the event of any proposed takeover of DaVita.

Pursuant to this plan, the Board approved the declaration of a dividend distribution of one common stock purchase right for each outstanding share of its common stock payable on December 10, 2002 to holders of record of DaVita common stock on November 29, 2002. This rights distribution was not taxable to DaVita shareholders. As a result of the stock split that occurred during the second quarter of 2004, two-thirds of a right are now attached to each share of the Company's common stock. Two-thirds of a right will also attach to each newly issued or reissued share of common stock. These rights will become exercisable if a person or group acquires, or announces a tender offer for, 15% or more of DaVita's outstanding common stock. The triggering person's stock purchase rights will become void at that time and will not become exercisable.

Each right initially entitles its holder to purchase one share of common stock from the Company at a price of $125.00. If the rights become exercisable, and subject to adjustment for authorized shares available, each purchase right will then entitle its holder to purchase $125.00 of common stock at a price per share equal to 50% of the average daily closing price of the Company's common stock for the immediately preceding 30 consecutive trading days. If DaVita is acquired in a merger or other business combination transaction after the rights become exercisable, provisions will be made to allow the holder of each right to purchase $125.00 of common stock from the acquiring company at a price equal to 50% of the average daily closing price of that company's common stock for the immediately preceding 30 consecutive trading days.

The Board of Directors may elect to redeem the rights at $0.01 per purchase right at any time prior to, or exchange common stock for the rights at an exchange ratio of one share per right at any time after, a person or group acquires or announces a tender offer for 15% or more of DaVita's outstanding common stock. The exercise price, number of shares, redemption price or exchange ratio associated with each right may be adjusted as appropriate upon the occurrence of certain events, including any stock split, stock dividend or similar transaction. These purchase rights will expire no later than November 14, 2012.

Charter documents & Delaware law

The Company's charter documents include provisions that may deter hostile takeovers, delay or prevent changes of control or changes in management, or limit the ability of stockholders to approve transactions that they may otherwise determine to be in their best interests. These include provisions prohibiting stockholders from acting by written consent, requiring 90 days advance notice of stockholder proposals or nominations to the Board of Directors and granting the Board of Directors the authority to issue up to five million shares of preferred stock and to determine the rights and preferences of the preferred stock without the need for further stockholder approval.

The Company is also subject to Section 203 of the Delaware General Corporation Law that, subject to exceptions, would prohibit the Company from engaging in any business combinations with any interested stockholder, as defined in that section, for a period of three years following the date on which that stockholder became an interested stockholder. These restrictions may discourage, delay or prevent a change in the control of the Company.

18. Other comprehensive income

Charges and credits to other comprehensive income have been as follows:

	2005		
	Before tax amount	Tax (expense) benefit	Net-of-tax amount
Unrealized gains on interest rate swaps	$27,530	$(10,709)	$16,821
Less reclassification of net swap realized gains into net income	(6,129)	2,384	(3,745)
Net swap activity	$21,401	$ (8,325)	$13,076

	2006		
	Before tax amount	Tax (expense) benefit	Net-of-tax amount
Unrealized gains on interest rate swaps	$ 12,869	$(5,007)	$ 7,862
Less reclassification of net swap realized gains into net income	(15,828)	6,157	(9,671)
Net swap activity	$ (2,959)	$ 1,150	$(1,809)

	2007		
	Before tax amount	Tax (expense) benefit	Net-of-tax amount
Unrealized losses on interest rate swaps	$(11,733)	$ 4,564	$ (7,169)
Less reclassification of net swap realized gains into net income	(14,498)	5,640	(8,858)
Net swap activity	(26,231)	10,204	(16,027)
Unrealized gains on investments	6,892	(2,681)	4,211
Less reclassification of net investment realized gains into net income	(6,042)	2,350	(3,692)
Net investment activity	850	(331)	519
Total	$(25,381)	$ 9,873	$(15,508)

Changes in accumulated other comprehensive income have been as follows:

	Interest rate swaps	Investment securities	Accumulated other comprehen-sive income
Balance December 31, 2005	$ 14,806	—	$ 14,806
Net activity	(1,809)	—	(1,809)
Balance December 31, 2006	12,997	—	12,997
Net activity	(16,027)	519	(15,508)
Balance December 31, 2007	$ (3,030)	$519	$ (2,511)

19. Acquisitions and divestitures

Acquisitions

The total acquisition amounts were as follows:

	Year ended December 31		
	2007	2006	2005
Cash paid, net of cash acquired	$127,094	$85,658	$3,202,404
Deferred purchase price and other acquisition obligations	1,195	585	9,331
Aggregate purchase cost	$128,289	$86,243	$3,211,735
Cash adjustments for previous acquisitions including DVA Renal Healthcare	$ —	$ 846	$ —
Number of chronic dialysis centers acquired (before divestitures)	16	26	609

Routine Acquisitions

During 2007, 2006, and 2005, the Company acquired dialysis businesses, other than DVA Renal Healthcare, consisting of 16 centers, 26 centers and 54 centers for a total of $57,783, $86,243 and $168,240, respectively, in cash and deferred purchase price obligations. In 2007 the Company also purchased 85% of HomeChoice Partners (HCP) pursuant to a stock purchase agreement for $70,506 in cash and deferred purchase price obligations, subject to further contingent price adjustments. HCP provides infusion therapy services to patients with acute or chronic conditions that can be treated at home or at an ambulatory infusion site. The assets and liabilities for all acquisitions were recorded at their estimated fair market values at the dates of the acquisitions and are included in the Company's financial statements and operating results from the designated effective dates of the acquisitions.

The initial purchase cost allocations for acquired businesses are recorded at fair values based upon the best information available to management and are finalized when identified pre-acquisition contingencies have been resolved and other information arranged to be obtained has been received, but in no case in excess of one year from the acquisition date. Certain specific assets and liabilities including certain identified intangibles, relating to the acquisition of HCP remain outstanding that require the Company to obtain additional information in order to properly assess and finalize the potential impact, if any, to the consolidated financial statements. The Company does not expect the impact of such additional adjustments to be material. Any additional valuation adjustments that would need to be recorded will be offset with a corresponding adjustment to goodwill. Adjustments to purchase accounting for prior acquisitions and payments for acquisitions in process have been included in the periods recognized.

The aggregate purchase cost allocations for routine dialysis and other related businesses were as follows:

	Year ended December 31,		
	2007	2006	2005
Tangible assets, principally leasehold improvements and equipment	$ 20,085	$ 7,623	$ 17,381
Amortizable intangible assets	12,271	8,584	15,631
Goodwill	105,609	79,948	139,485
Liabilities assumed	(9,676)	(9,912)	(4,257)
Aggregate purchase cost	$128,289	$86,243	$168,240

Amortizable intangible assets acquired during 2007, 2006 and 2005 had weighted-average estimated useful lives of eight, ten and ten years, respectively. The total amount of goodwill deductible for tax purposes associated with these acquisitions for 2007, 2006, and 2005 was approximately $106,000, $80,000 and $140,000, respectively.

Acquisition of DVA Renal Healthcare, Inc.

On October 5, 2005, the Company acquired all of the outstanding common stock of DVA Renal Healthcare, Inc. under a stock purchase agreement dated December 6, 2004, for $3,060,000. DVA Renal Healthcare was one of the largest dialysis service providers in the United States. The Company acquired DVA Renal Healthcare in an effort to more effectively offer chronic kidney disease services and technologies in a cost efficient manner. The purchase price reflects (i) the cash purchase price of approximately $1,800,000 for all of the outstanding common stock of DVA Renal Healthcare and (ii) the assumption and payment of approximately $1,260,000 of DVA Renal Healthcare indebtedness. The Company also incurred approximately $30,000 in acquisition-related costs. The operating results of DVA Renal Healthcare, Inc. are included in the Company's consolidated financial statements from October 1, 2005.

The original allocations of purchase cost were recorded at fair value based upon the best information available to management at that time. The fair values of property and equipment and amortizable intangible assets and liabilities were valued by an independent third party. During 2006, the Company completed the final valuations of certain assets, properties and leasehold improvements, settlements liabilities and contingencies that were previously unresolved. During 2007, the Company allocated certain income tax adjustments to goodwill after the purchase cost allocations had been finalized. These valuation adjustments were not material to the consolidated financial statements and were recorded with a corresponding adjustment to goodwill. See Note 10 to the consolidated financial statements.

The final aggregate purchase cost allocation for DVA Renal Healthcare was as follows:

Current assets	$ 490,090
Property and equipment, net	313,315
Other long-term assets and intangible assets	148,875
Goodwill	2,546,565
Current liabilities assumed	(272,420)
Alliance and Product Supply agreement and other intangible liabilities	(168,287)
Other long-term liabilities	(14,643)
Aggregate purchase costs	$3,043,495

Total consideration paid to purchase DVA Renal Healthcare also included imputed interest of $2,818, which is included in debt expense.

The centers acquired from Gambro Healthcare are subject to a five-year Corporate Integrity Agreement in connection with its December 2004 settlement with the U.S. Government that imposes significant specific compliance operating and reporting requirements, and requires an annual audit by an independent reporting organization.

In conjunction with the acquisition, the Company entered into an Alliance and Product Supply Agreement (the Product Supply Agreement) with Gambro AB and Gambro Renal Products, Inc (Gambro Renal Products).

The Product Supply Agreement has an initial term of seven years and will automatically renew for three additional one-year periods if the Company has not negotiated the terms of an extension during the initial term. Because the Product Supply Agreement results in higher costs for most of the products covered by the Product Supply Agreement than would be otherwise available to the Company, the Product Supply Agreement represented an intangible liability initially valued at $162,100 as of the acquisition date.

The Product Supply Agreement committed the Company to purchase a significant majority of its hemodialysis products, supplies and equipment at fixed prices through 2015. The agreement was amended on August 25, 2006 (the Amended Product Supply Agreement) to reduce the Company's purchase obligations for certain hemodialysis product supplies and equipment and to allow for the termination of purchase obligations for certain equipment then affected by an import ban issued by the U.S. Food and Drug Administration (FDA) if the import ban was not lifted by June 30, 2007.

As a result of the reductions in the amount of purchase obligations required under the Amended Product Supply Agreement, the Company recorded a net valuation gain of $37,968 during 2006. This valuation gain represents the difference in the amortized original fair value between the Product Supply Agreement and that of the Amended Product Supply Agreement, as of the effective date of the amendment.

On July 2, 2007, the Company notified Gambro Renal Products that it was electing to be permanently relieved of its obligation under the Amended Product Supply Agreement to purchase dialysis machines (the Affected Products) because the Affected Products remained subject to the FDA import ban after June 30, 2007. All other purchase obligations under the Amended Product Supply Agreement, which continues to require the Company to purchase a significant majority of its hemodialysis non-equipment product supplies, such as dialyzers, at fixed prices, remain in place.

As a result of the termination of the Company's purchase obligations for the Affected Products, the Company recorded a net valuation gain of $55,275 in the second quarter of 2007. This valuation gain represents the difference in the amortized original fair value of the Amended Product Supply Agreement and that of the Amended Product Supply Agreement as adjusted for the termination of the Affected Products as of June 30, 2007.

During 2007 and 2006, the Company purchased $90,696 and $146,408 of hemodialysis product supplies from Gambro Renal Products, representing 2% and 4%, respectively, of the Company's total operating costs.

Discontinued operations

In accordance with a consent order issued by the Federal Trade Commission on October 4, 2005, the Company was required to divest a total of 69 outpatient dialysis centers and to terminate two management services agreements in order to complete the acquisition of DVA Renal Healthcare. In conjunction with the consent order, on October 6, 2005, the Company and DVA Renal Healthcare completed the sale of 70 outpatient dialysis centers to Renal Advantage Inc., formerly known as RenalAmerica, Inc. and also completed the sale of one other center to a separate physician group, and terminated the two management services agreements. In addition, effective January 1, 2006, the Company completed the sale of three additional centers to Renal Advantage, Inc. that were pending state regulatory approval in Illinois. The Company received total cash consideration of approximately $330,000 for all of the centers divested and used approximately $13,000 to purchase the minority interest ownership of a joint venture, to distribute a minority owner's share of the sale proceeds, and to pay related transaction costs. The Company also paid income taxes of approximately $85,000 on these divestitures in the first quarter of 2006. As part of this transaction, Renal Advantage assumed specific

liabilities related to the centers, and all other liabilities were retained by the Company. In 2005, the Company recorded a gain of approximately $8,064, net of tax, related to the divestiture of its historical DaVita centers. Included in the gain on divestitures is the recognition of a $26,500 tax valuation allowance benefit resulting from the utilization of prior years' capital losses offsetting the taxable gain on sale, and income tax expense of $27,133 relating to the write-off of book goodwill not deductible for tax purposes. In 2006, the Company recorded a loss of $311, net of tax, related to the divesture of its three centers. The loss on disposal of these centers includes an income tax expense totaling $1,274, of which $900 was related to the write off of book goodwill not deductible for tax purposes. In 2006, the company also recorded a net gain of $673 as an adjustment to the previously reported gain on disposal of discontinued operations.

The results of operations of the historical DaVita outpatient dialysis centers and the held for sale centers, are reflected as discontinued operations for 2005.

The results from discontinued operations were as follows:

	Year Ended December 31, 2005
Net operating revenues	$98,454
Income before income taxes	21,534
Income tax	8,377
Income from discontinued operations	$13,157

Net assets of discontinued operations sold were as follows:

	2006
Current assets	$ —
Other current assets held for sale	15,129
Property and equipment, net	—
Amortizable intangibles, net	—
Goodwill and other purchase price adjustments	667
Other current liabilities and minority interest	(351)
Net assets from discontinued operations	$15,445

Pro forma financial information

The following summary, prepared on a pro forma basis, combines the results of operations as if all acquisitions in 2007 and 2006 had been consummated as of the beginning of 2006, after including the impact of certain adjustments such as amortization of intangibles, interest expense on acquisition financing and income tax effects.

	Year ended December 31,	
	2007	2006
	(unaudited)	
Pro forma net revenues	$5,333,587	$5,009,650
Pro forma net income	392,465	306,783
Pro forma income from continuing operations	392,465	306,421
Pro forma basic net income per share	3.71	2.96
Pro forma diluted net income per share	3.65	2.90
Pro forma basic income from continuing operations	3.71	2.96
Pro forma diluted income from continuing operations	3.65	2.90

20. Concentrations

Approximately 64% of the Company's total dialysis revenue in 2007, 65% in 2006 and 60% in 2005 are from government-based programs, principally Medicare and Medicaid. Accounts receivable from Medicare and Medicaid were approximately $236,000 and $250,000, respectively as of December 31, 2007 and 2006. No other single payor accounted for more than 5% of total accounts receivable.

A significant physician-prescribed pharmaceutical administered during dialysis, EPO, is provided by a sole supplier and accounted for slightly more than one-fifth of net operating revenues. Although the Company currently receives discounted prices for EPO, the supplier has unilateral pricing discretion and in the future the Company may not be able to achieve the same cost levels historically obtained.

21. Other commitments

The Company has obligations to purchase the interests held by third parties in several of its joint ventures and non-wholly-owned subsidiaries. These obligations are in the form of put provisions, and are exercisable at the third-party owners' discretion. If these put provisions are exercised, the Company would be required to purchase the third-party owners' interests at either the appraised fair market value or a predetermined multiple of cash flow or earnings, which is intended to approximate fair value. As of December 31, 2007, the Company's potential obligations under these put provisions totaled approximately $330,000 of which approximately $131,000 were exercisable within one year. Additionally, the Company has certain other potential commitments to provide operating capital to several noncontrolling-owned centers and to third-party centers that the Company operates under administrative service agreements of approximately $18,000.

The Company is obligated under mandatorily redeemable instruments in connection with certain consolidated joint ventures. Future distributions may be required for the minority partner's interests in limited-life entities which dissolve after terms of ten to fifty years. As of December 31, 2007, such distributions would be valued below the related minority interests balances in the consolidated balance sheet.

Other than operating leases, disclosed in Note 14 to the consolidated financial statements, and the letters of credit and the interest rate swap agreements, disclosed in Note 13 to the consolidated financial statements, or as described above the Company has no off balance sheet financing arrangements as of December 31, 2007.

22. Fair values of financial instruments

Financial instruments consist primarily of cash, accounts receivable, notes receivable, assets available for sale, accounts payable, accrued compensation and benefits, other accrued liabilities, interest rate swap agreements and debt. The balances of the non-debt financial instruments excluding assets available for sale (see Note 9) are presented in the consolidated financial statements at December 31, 2007 and 2006 at their approximate fair values due to the short-term nature of their settlements. Borrowings under the Company's Senior Secured Credit Facilities, of which $1,935,125 was outstanding as of December 31, 2007, reflect fair value as they are subject to fees and adjustable rates competitively determined in the marketplace. The fair value of the Company's senior and senior subordinated notes were approximately $1,745,250 at December 31, 2007 based upon quoted market prices. The fair values of the interest rate swaps were a net liability of approximately $511 as of December 31, 2007, which is recorded primarily in other long-term liabilities.

23. Supplemental cash flow information

The table below provides supplemental cash flow information:

	Year ended December 31,		
	2007	2006	2005
Cash paid:			
Income taxes	$205,955	$209,982	$ 82,275
Interest	245,325	271,711	86,035
Non-cash investing and financing activities:			
Fixed assets acquired under capital lease obligations	2,769	—	—
Contributions to consolidated partnerships	14,735	13,568	11,326
Refinancing charges	—	—	8,170
Liabilities assumed in conjunction with common stock acquisitions	1,653	—	300,462

24. Selected quarterly financial data (unaudited)

	2007				2006			
	December 31	September 30	June 30	March 31	December 31	September 30	June 30	March 31
Net operating revenues	$1,354,869	$1,318,381	$1,312,735	$1,278,166	$1,272,617	$1,237,041	$1,207,816	$1,163,188
Operating income	195,263	212,412	261,217	193,317	188,511	217,094	171,752	162,075
Income from continuing operations	85,717	94,455	125,024	76,582	74,129	93,091	64,329	57,780
Discontinued operations, net of tax	—	—	—	—	—	1,765	(1,092)	(311)
Net income	85,717	94,455	125,024	76,582	74,129	94,856	63,237	57,469
Basic earnings per share from continuing operations	0.80	0.89	1.19	0.73	0.71	0.90	0.62	0.56
Basic earnings per share	0.80	0.89	1.19	0.73	0.71	0.91	0.61	0.56
Diluted earnings per share from continuing operations	0.79	0.88	1.17	0.72	0.70	0.88	0.61	0.55
Diluted earnings per share	$ 0.79	$ 0.88	$ 1.17	$ 0.72	$ 0.70	$ 0.90	$ 0.60	$ 0.55

25. Condensed consolidating financial statements

The following information is presented in accordance with Rule 3-10 of Regulation S-X. The operating and investing activities of the separate legal entities included in the Company's consolidated financial statements are fully interdependent and integrated. Revenues and operating expenses of the separate legal entities include intercompany charges for management and other services. The senior notes and the senior subordinated notes were issued by the Company and are guaranteed by substantially all of its direct and indirect wholly-owned subsidiaries. Each of the guarantor subsidiaries has guaranteed the notes on a joint and several, full and unconditional basis. Non-wholly-owned subsidiaries, joint ventures, partnerships and third parties are not guarantors of these obligations.

Condensed Consolidating Statements of Income

	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
For the year ended December 31, 2007					
Net operating revenues	$ 365,728	$4,534,153	$754,163	$(389,893)	$5,264,151
Operating expenses	208,042	3,921,146	617,159	(389,893)	4,356,457
Minority interests and equity income, net	—	—	—	45,485	45,485
Operating income	157,686	613,004	137,004	(45,485)	862,209
Debt (expense)	(259,745)	(256,050)	(4,002)	262,650	(257,147)
Other income, net	284,038	—	1,072	(262,650)	22,460
Income tax expense (benefit)	70,972	175,854	(1,082)	—	245,744
Equity earnings in subsidiaries	270,771	88,565	—	(359,336)	—
Net income	$ 381,778	$ 269,665	$135,156	$(404,821)	$ 381,778
For the year ended December 31, 2006					
Net operating revenues	$ 351,566	$4,263,363	$639,690	$(373,957)	$4,880,662
Operating expenses	200,846	3,751,164	527,344	(373,957)	4,105,397
Minority interests and equity income, net	—	—	—	35,833	35,833
Operating income	150,720	512,199	112,346	(35,833)	739,432
Debt (expense)	(280,288)	(291,095)	(2,052)	296,729	(276,706)
Other income, net	308,288	—	1,474	(296,729)	13,033
Income tax expense	70,201	116,183	46	—	186,430
Discontinued operations, net of tax	—	362	—		362
Equity earnings in subsidiaries	181,172	75,889	—	(257,061)	—
Net income	$ 289,691	$ 181,172	$111,722	$(292,894)	$ 289,691
For the year ended December 31, 2005					
Net operating revenues	$ 224,501	$2,541,928	$451,141	$(243,652)	$2,973,918
Operating expenses	122,021	2,263,234	344,855	(243,652)	2,486,458
Minority interests and equity income, net				22,089	22,089
Operating income	102,480	278,694	106,286	(22,089)	465,371
Debt (expense), refinancing charges, and swap gains, net	(141,487)	(108,144)	(2,495)	108,918	(143,208)
Other income, net	117,570		282	(108,918)	8,934
Income tax expense	29,461	93,537	677		123,675
Discontinued operations, net of tax	—	15,179	6,042		21,221
Equity earnings in subsidiaries	179,541	87,349		(266,890)	—
Net income	$ 228,643	$ 179,541	$109,438	$(288,979)	$ 228,643

Condensed Consolidating Balance Sheets

	DaVita Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
As of December 31, 2007					
Cash and cash equivalents	$ 443,157	$	$ 3,889	$	$ 447,046
Accounts receivable, net		786,765	141,184		927,949
Other current assets	26,528	557,357	17,370		601,255
Total current assets	469,685	1,344,122	162,443		1,976,250
Property and equipment, net	19,317	766,596	153,413		939,326
Amortizable intangible, net	55,629	126,202	1,211		183,042
Investments in subsidiaries	4,286,853	427,436		(4,714,289)	
Receivables from subsidiaries	698,868		61,015	(759,883)	
Other long-term assets and investments	22,729	16,052	38,628		77,409
Goodwill	49,791	3,476,124	242,018		3,767,933
Total assets	$5,602,872	$6,156,532	$658,728	$(5,474,172)	$6,943,960
Current liabilities	$ 182,419	$ 856,638	$ 47,439	$	$1,086,496
Payables to parent		759,883		(759,883)	
Long-term debt and other long-term liabilities	3,688,203	272,448	14,006		3,974,697
Minority interests				150,517	150,517
Shareholders' equity	1,732,250	4,267,523	597,283	(4,864,806)	1,732,250
Total liabilities and shareholders' equity	$5,602,872	$6,156,532	$658,728	$(5,474,172)	$6,943,960
As of December 31, 2006					
Cash and cash equivalents	$ 299,430		$ 10,772		$ 310,202
Accounts receivable, net		$ 809,028	123,357		932,385
Other current assets	6,660	448,421	11,828		466,909
Total current assets	306,090	1,257,449	145,957		1,709,496
Property and equipment, net	30,130	689,039	130,797		849,966
Amortizable intangible assets, net	59,371	142,394	1,956		203,721
Investments in subsidiaries	3,904,797	388,919	—	$(4,293,716)	—
Receivables from subsidiaries	812,201		30,928	(843,129)	—
Other long-term assets and investments	25,190	14,650	20,940		60,780
Goodwill		3,444,224	223,629		3,667,853
Total assets	$5,137,779	$5,936,675	$554,207	$(5,136,845)	$6,491,816
Current liabilities	$ 166,440	$ 915,554	$ 30,178		$1,112,172
Payables to parent		843,129	—	$ (843,129)	—
Long-term debt and other long-term liabilities	3,725,415	273,195	12,751		4,011,361
Minority interests			—	122,359	122,359
Shareholders' equity	1,245,924	3,904,797	511,278	(4,416,075)	1,245,924
Total liabilities and shareholders' equity	$5,137,779	$5,936,675	$554,207	$(5,136,845)	$6,491,816

Condensed Consolidating Statements of Cash Flows

	DaVita Inc.	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Consolidating Adjustments	Consolidated Total
For the year ended December 31, 2007					
Cash flows from operating activities					
Net income	$ 381,778	$ 269,665	$ 135,156	$(404,821)	$ 381,778
Changes in operating assets and liabilities and non cash items included in net income	(285,992)	105,895	(73,466)	404,821	151,258
Net cash provided by operating activities	95,786	375,560	61,690	—	533,036
Cash flows from investing activities				—	
Additions of property and equipment	(3,501)	(220,264)	(48,447)	—	(272,212)
Acquisitions	(69,701)	(57,393)	—	—	(127,094)
Proceeds from discontinued operations	—	12,289	—	—	12,289
Other items	(19,811)	(82,317)	62,673	—	(39,455)
Net cash (used in) provided by investing activities	(93,013)	(347,685)	14,226	—	(426,472)
Cash flows from financing activities				—	
Long-term debt	(49,961)	2,212	447	—	(47,302)
Intercompany borrowing	113,333	(30,087)	(83,246)	—	—
Other items	77,582	—	—	—	77,582
Net cash provided by (used in) financing activities	140,954	(27,875)	(82,799)	—	30,280
Net increase (decrease) in cash	143,727	—	(6,883)	—	136,844
Cash at the beginning of the year	299,430	—	10,772		310,202
Cash at the end of the year	$ 443,157	$ —	$ 3,889	$ —	$ 447,046
For the year ended December 31, 2006					
Cash flows from operating activities					
Net income	$ 289,691	$ 181,172	$ 111,722	$(292,894)	$ 289,691
Changes in operating assets and liabilities and non cash items included in net income	(327,844)	370,840	(106,010)	292,894	229,880
Net cash (used in) provided by operating activities	(38,153)	552,012	5,712	—	519,571
Cash flows from investing activities					
Additions of property and equipment	(2,582)	(211,953)	(48,173)	—	(262,708)
Acquisitions	—	(85,153)	(1,351)	—	(86,504)
Proceeds from discontinued operations	12,742	9,437	—	—	22,179
Other items	—	(59,606)	74,576	—	14,970
Net cash provided by (used in) investing activities	10,160	(347,275)	25,052	—	(312,063)
Cash flows from financing activities					
Long-term debt	(408,211)	(1,198)	2,450	—	(406,959)
Intercompany borrowing	238,246	(203,539)	(34,707)	—	—
Other items	77,842	—	—	—	77,842
Net cash used in financing activities	(92,123)	(204,737)	(32,257)	—	(329,117)
Net decrease in cash	(120,116)	—	(1,493)	—	(121,609)
Cash at the beginning of the year	419,546	—	12,265	—	431,811
Cash at the end of the year	$ 299,430	$ —	$ 10,772	$ —	$ 310,202
For the year ended December 31, 2005					
Cash flows from operating activities					
Net income	$ 228,643	$ 179,541	$ 109,438	$(288,979)	$ 228,643
Changes in operating assets and liabilities and non cash items included in net income	79,506	14,071	(125,645)	288,979	256,911
Net cash provided by (used in) operating activities	308,149	193,612	(16,207)	—	485,554
Cash flows from investing activities					
Additions of property and equipment	(11,780)	(101,978)	(47,607)	—	(161,365)
Acquisitions	(3,035,434)	(166,970)	—	—	(3,202,404)
Proceeds from discontinued operations	151,587	147,262	—	—	298,849
Other items	—	(68,146)	87,703	—	19,557
Net cash (used in) provided by investing activities	(2,895,627)	(189,832)	40,096	—	(3,045,363)
Cash flows from financing activities					
Long-term debt	2,776,738	(4,180)	1,048	—	2,773,606
Intercompany borrowing	12,272	400	(12,672)	—	—
Other items	(33,965)	—	—	—	(33,965)
Net cash provided by (used in) financing activities	2,755,045	(3,780)	(11,624)	—	2,739,641
Net increase in cash	167,567	—	12,265	—	179,832
Cash at the beginning of the year	251,979	—	—	—	251,979
Cash at the end of the year	$ 419,546	$ —	$ 12,265	$ —	$ 431,811

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, we have duly caused this Annual Report on Form 10-K to be signed on our behalf by the undersigned, thereunto duly authorized, in the City of El Segundo, State of California, on February 27, 2008.

DAVITA INC.

By: /s/ KENT J. THIRY

Kent J. Thiry
Chairman and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Kent J. Thiry, James K. Hilger, and Joseph Schohl, and each of them his or her true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ KENT J. THIRY Kent J. Thiry	Chairman and Chief Executive Officer (Principal Executive Officer)	February 27, 2008
/s/ JAMES K. HILGER James K. Hilger	Acting Chief Financial Office (Principal Financial Officer) and Vice President and Controller (Principal Accounting Officer)	February 27, 2008
/s/ CHARLES G. BERG Charles G. Berg	Director	February 27, 2008
/s/ WILLARD W. BRITTAIN Willard W. Brittain	Director	February 27, 2008
/s/ NANCY-ANN DEPARLE Nancy-Ann DeParle	Director	February 27, 2008
/s/ PAUL J. DIAZ Paul J. Diaz	Director	February 27, 2008
/s/ PETER T. GRAUER Peter T. Grauer	Director	February 27, 2008
/s/ JOHN M. NEHRA John M. Nehra	Director	February 27, 2008
/s/ WILLIAM L. ROPER William L. Roper	Director	February 27, 2008
/s/ ROGER J. VALINE Roger J. Valine	Director	February 27, 2008
/s/ RICHARD C. VAUGHAN Richard C. Vaughan	Director	February 27, 2008

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
DaVita Inc.:

Under date of February 27, 2008, we reported on the consolidated balance sheets of DaVita Inc. and subsidiaries as of December 31, 2007, and 2006, and the related consolidated statements of income, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2007, which are included in the Annual Report on Form 10-K. In connection with our audits of the aforementioned consolidated financial statements, we also audited the related consolidated financial statement schedule in the Annual Report on Form 10-K. The financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statement schedule based on our audits.

In our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

As discussed in Note 12 to the consolidated financial statements, DaVita Inc. and subsidiaries adopted Financial Accounting Standards Board Interpretation No. 48, Accounting for Income Tax Uncertainties, effective January 1, 2007. As discussed in Note 17 to the consolidated financial statements, DaVita Inc. and subsidiaries adopted Financial Accounting Standards Board Statement of Financial Accounting Standards No. 123(R), Share-Based Payment, effective January 1, 2006.

/s/ KPMG LLP

Seattle, Washington
February 27, 2008

DAVITA INC.

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at beginning of year	DVA Renal Healthcare acquisition	Amounts charged to income	Amounts written off	Balance at end of year
			(in thousands)		
Allowance for uncollectible accounts:					
Year ended December 31, 2005	$ 58,166	$68,925	$ 63,666	$ 52,159	$138,598
Year ended December 31, 2006	138,598	—	126,203	93,044	171,757
Year ended December 31, 2007	$171,757	$ —	$136,682	$112,486	$195,953

EXHIBIT INDEX

2.1	Stock Purchase Agreement dated as of December 6, 2004, among Gambro AB, Gambro, Inc. and DaVita Inc.(14)
2.2	Amended and Restated Asset Purchase Agreement effective as of July 28, 2005, by and among DaVita Inc., Gambro Healthcare, Inc. and Renal Advantage Inc., a Delaware corporation, formerly known as RenalAmerica, Inc.(17)
3.1	Amended and Restated Certificate of Incorporation of Total Renal Care Holdings, Inc., or TRCH, dated December 4, 1995.(1)
3.2	Certificate of Amendment of Certificate of Incorporation of TRCH, dated February 26, 1998.(2)
3.3	Certificate of Amendment of Certificate of Incorporation of DaVita Inc. (formerly Total Renal Care Holdings, Inc.), dated October 5, 2000.(6)
3.4	Certificate of Amendment of Amended and Restated Certificate of Incorporation of DaVita, Inc., as amended dated May 30, 2007.(29)
3.5	Amended and Restated Bylaws for DaVita, Inc. dated as of March 2, 2007.(32)
4.1	Registration Rights Agreement for the 6⅝% Senior Notes due 2013 dated as of March 22, 2005.(3)
4.2	Registration Rights Agreement for the 7¼% Senior Subordinated Notes due 2015 dated as of March 22, 2005.(3)
4.3	Indenture for the 6⅝% Senior Notes due 2013 dated as of March 22, 2005.(3)
4.4	Indenture for the 7¼% Senior Subordinated Notes due 2015 dated as of March 22, 2005.(3)
4.5	Supplemental Indenture, dated October 5, 2005, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and Senior Trustee.(16)
4.6	Supplemental Indenture, dated October 5, 2005, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and Senior Subordinated Trustee.(16)
4.7	Rights Agreement, dated as of November 14, 2002, between DaVita Inc. and the Bank of New York, as Rights Agent.(27)
4.8	Second Supplemental Indenture (Senior), dated February 9, 2007, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and The Bank of New York Trust Company, N.A., as Trustee.(28)
4.9	Second Supplemental Indenture (Senior Subordinated), dated February 9, 2007, by and among DaVita Inc., the Guarantors, the persons named as Additional Guarantors and the Bank of New York Trust Company, N.A., as Trustee.(28)
4.10	Registration Rights Agreement for the 6⅝% Senior Notes due 2013 dated as of February 23, 2007.(33)
10.1	Employment Agreement, dated as of October 18, 1999, by and between TRCH and Kent J. Thiry.(4)*
10.2	Amendment to Mr. Thiry's Employment Agreement, dated May 20, 2000.(5)*
10.3	Second Amendment to Mr. Thiry's Employment Agreement, dated November 28, 2000.(6)*
10.4	Third Amendment to Mr. Thiry's Employment Agreement, dated March 31, 2005.(15)*
10.5	Employment Agreement, dated as of November 29, 1999, by and between TRCH and Gary W. Beil.(6)*
10.6	Employment Agreement, dated as of July 19, 2000, by and between TRCH and Charles J. McAllister.(6)*
10.7	Employment Agreement, dated as of June 15, 2000, by and between DaVita Inc. and Joseph Mello.(8)*
10.8	Employment Agreement effective as of June 7, 2004, by and between DaVita Inc. and Tom Kelly.(11)*

10.9	Employment Agreement, effective as of August 16, 2004, by and between DaVita Inc. and Tom Usilton.(12)*
10.10	Amendment to Mr. Usilton's Employment Agreement, dated February 12, 2007.(31)*
10.11	Employment Agreement, effective as of November 18, 2004, by and between DaVita Inc. and Joseph Schohl.(19)*
10.12	Employment Agreement, dated as of October 31, 2005, effective October 24, 2005, by and between DaVita Inc. and Dennis Kogod.(18)*
10.13	Employment Agreement, effective November 2, 2005, by and between DaVita Inc. and Christopher J. Riopelle.(18)*
10.14	Severance and General Release Agreement between DaVita Inc. and Lori Pelliccioni, entered into as of November 3, 2005.(18)*
10.15	Amended and restated Employment Agreement effective as of February 28, 2005, by and between DaVita Inc. and Denise Fletcher.(19)*
10.16	Employment Agreement, effective September 22, 2005, by and between DaVita Inc. and James Hilger.(21)*
10.17	Employment Agreement, effective September 1, 2006, by and between DaVita Inc. and Mark G. Harrison.(22)*
10.18	Offer of Employment Letter to Mary Kowenhoven dated February 15, 2007.(28)*
10.19	Employment Agreement, entered into effective July 16, 2007, by and between DaVita Inc. and Patricia Jones.(30)*
10.20	Memorandum relating to Bonus Structure for Charles J. McAllister.(19)*
10.21	Memorandum relating to Bonus Structure for Thomas O. Usilton.(16)*
10.22	Memorandum relating to Bonus Structure for Joseph Schohl.(16)*
10.23	Amended Director Compensation Philosophy and Plan.(25)*
10.24	Form of Indemnity Agreement.(26)*
10.25	Form of Indemnity Agreement.(19)*
10.26	First Amended and Restated DaVita Inc. Executive Incentive Plan.(15)*
10.27	Post-Retirement Deferred Compensation Arrangement.(19)*
10.28	DaVita Voluntary Deferral Plan.(16)*
10.29	Deferred Bonus Plan.✓*
10.30	Deferred Bonus Plan (Prosperity Plan).✓*
10.31	Amended and Restated Employee Stock Purchase Plan.(34)*
10.32	DaVita Inc. Severance Plan.(35)*
10.33	September 18, 2001 DaVita Inc. Change in Control Bonus Program.(23)*
10.34	Second Amended and Restated 1994 Equity Compensation Plan.(9)*
10.35	First Amended and Restated 1995 Equity Compensation Plan.(9)*
10.36	First Amended and Restated 1997 Equity Compensation Plan.(9)*
10.37	First Amended and Restated Special Purpose Option Plan.(9)*
10.38	Amended and Restated 1999 Equity Compensation Plan.(10)*
10.39	First Amended and Restated Total Renal Care Holdings, Inc. 1999 Non-Executive Officer and Non-Director Equity Compensation Plan.(7)
10.40	Amended and Restated DaVita Inc. 2002 Equity Compensation Plan.(15)*

10.41	Form of Non-Qualified Stock Option Agreement for stock options grants to employees under the Company's 2002 Equity Compensation Plan.(12)*
10.42	Form of Restricted Stock Unit Agreement for restricted stock unit grants to employees under the Company's 2002 Equity Compensation Plan.(12)*
10.43	Form of Stock Appreciation Rights Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(22)*
10.44	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan. (22)*
10.45	Form of Restricted Stock Units Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(22)*
10.46	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.47	Form of Non-Qualified Stock Option Agreement—Employee (DaVita Inc. 1999 Non-Executive Officer and Non-Director Equity Compensation Plan.(24)*
10.48	Form of Restricted Stock Units Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.49	Form of Stock Appreciation Rights Agreement—Employee (DaVita Inc. 2002 Equity Compensation Plan).(24)*
10.50	Amended and Restated 2002 Equity Compensation Plan.(25)*
10.51	Amended and Restated 2002 Equity Compensation Plan.(34)*
10.52	Credit Agreement, dated as of October 5, 2005, among DaVita Inc., the Guarantors party thereto, the Lenders party thereto, Bank of America, N.A., Wachovia Bank, National Association, Bear Stearns Corporate Lending Inc., The Bank of New York, The Bank of Nova Scotia, The Royal Bank of Scotland plc, WestLB AG, New York Branch as Co-Documentation Agents, Credit Suisse, Cayman Islands Branch, as Syndication Agent, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Securities Inc., as Sole Lead Arranger and Bookrunner and Credit Suisse, Cayman Islands Branch, as Co-Arranger.(16)
10.53	Credit Agreement, dated as of October 5, 2005, as Amended and Restated as of February 23, 2007, by and among DaVita Inc., the Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A.(33)
10.54	Amendment Agreement, dated February 23, 2007, by and among DaVita Inc., the Guarantors party thereto, the Lenders party thereto and JPMorgan Chase Bank, N.A.(33)
10.55	Security Agreement, dated as of October 5, 2005, by DaVita Inc., the Guarantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent.(16)
10.56	Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and Gambro Healthcare, Inc. effective as of December 1, 2004.(16)
10.57	Alliance and Product Supply Agreement, dated as of October 5, 2005, among Gambro Renal Products, Inc., DaVita Inc. and Gambro AB.(16)**
10.58	Amended and Restated Alliance and Product Supply Agreement, dated as of August 25, 2006, among Gambro Renal Products, Inc., DaVita Inc, and Gambro AB.(23)**
10.59	Letter dated March 19, 2007 from Willard W. Brittain, Jr. to Peter T. Grauer, Lead Independent Director of the Company. (28)
10.60	Amended and Restated Agreement dated December 2, 2004, between Amgen USA Inc. and DaVita Inc.(19)**
10.61	Dialysis Organization Agreement effective February 3, 2006 between Amgen USA Inc. and DaVita Inc.(20)**

10.62	Dialysis Organization Agreement between DaVita Inc. and Amgen USA Inc. dated December 20, 2007.✓**
12.1	Computation of Ratio of Earnings to Fixed Charges.✓
14.1	DaVita Inc. Corporate Governance Code of Ethics.(13)
21.1	List of our subsidiaries.✓
23.1	Consent of KPMG LLP, independent registered public accounting firm.✓
24.1	Powers of Attorney with respect to DaVita. (Included on Page II-1)
31.1	Certification of the Chief Executive Officer, dated February 27, 2008, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
31.2	Certification of the Chief Financial Officer, dated February 27, 2008, pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.✓
32.1	Certification of the Chief Executive Officer, dated February 27, 2008, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓
32.2	Certification of the Chief Financial Officer, dated February 27, 2008, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.✓

✓ Included in this filing.

* Management contract or executive compensation plan or arrangement.

** Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the SEC.

(1) Filed on March 18, 1996 as an exhibit to the Company's Transitional Report on Form 10-K for the transition period from June 1, 1995 to December 31, 1995.

(2) Filed on March 31, 1998 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1997.

(3) Filed on March 25, 2005 as an exhibit to the Company's Current Report on Form 8-K.

(4) Filed on November 15, 1999 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1999.

(5) Filed on August 14, 2000 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2000.

(6) Filed on March 20, 2001 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

(7) Filed on February 2, 2003 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2002.

(8) Filed on August 15, 2001 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2001.

(9) Filed on March 29, 2000 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1999.

(10) Filed on April 27, 2001 as an exhibit to the Definitive Proxy Statement for our 2001 Annual Meeting of Stockholders.

(11) Filed on August 5, 2004 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004.

(12) Filed on November 8, 2004 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004.

(13) Filed on February 27, 2004 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2003.

(14) Filed on December 8, 2004 as an exhibit to the Company's Current Report on Form 8-K.

(15) Filed on May 4, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2005.

(16) Filed on November 8, 2005 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending September 30, 2005.

(17) Filed on October 11, 2005 as an exhibit to the Company's Current Report on Form 8-K.
(18) Filed on November 4, 2005 as an exhibit to the Company's Current Report on Form 8-K.
(19) Filed on March 3, 2005 as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.
(20) Filed on May 8, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.
(21) Filed on August 7, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
(22) Filed on July 6, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(23) Filed on November 3, 2006 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.
(24) Filed on October 18, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(25) Filed on July 31, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(26) Filed on December 20, 2006 as an exhibit to the Company's Current Report on Form 8-K.
(27) Filed on November 19, 2002 as an exhibit to the Company's Current Report on Form 8-K.
(28) Filed on May 3, 2007 as an exhibit to the Company's Quarterly Report as Form 10-Q for the quarter ended March 31, 2007.
(29) Filed on August 6, 2007 as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.
(30) Filed on November 7, 2007 as an exhibit to the Company's Quarterly Report on Form 10-Q for the third quarter ended September 30, 2007.
(31) Filed on February 16, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(32) Filed on March 8, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(33) Filed on February 28, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(34) Filed on June 4, 2007 as an exhibit to the Company's Current Report on Form 8-K.
(35) Filed on November 7, 2007 as an exhibit to the Company's Current Report on Form 8-K.

Exhibit 10.29

DaVita Inc.
Deferred Bonus Plan

Article I
Establishment, Purpose, and Effective Date

This Deferred Bonus Plan ("Plan") is established by DaVita Inc. ("Company") for the purpose of providing unfunded deferred compensation for a select group of employees of the Company. The effective date of the Plan is December 1, 2003.

Article II
Contributions and Vesting

2.1 ***Eligibility.*** The administrative Committee of the Plan ("Committee"), the members of which will be appointed by the Board of Directors of the Company, shall select (a) those employees who are eligible to participate in the Plan ("Participants") and (b) the dates on which their participation shall commence. Alternatively, the Committee may delegate those tasks.

2.2 ***Contributions.***

(a) The Company shall make contributions to the Plan. The Company shall have complete discretion as to the amount and timing of any such contributions. The amount of contributions (and the earnings on those amounts) on behalf a Participant shall be held in a separate account for that Participant. The amount of the contribution to be allocated to each Participant will be determined by the Committee.

(b) Participants are not permitted to make contributions to the Plan.

2.3 ***Vesting.***

(a) Subject to the following rules of this Section 2.3, Participants shall obtain a vested right to the contributions (and the earnings on those amounts) on their behalf at the rate of one-third on each anniversary of the date on which the contribution was actually made ("Vesting Date").

(b) Participants who die or become Disabled (as that term is defined in the Company's long-term disability plan) while employed by the Company will automatically become fully vested in all the amounts in their accounts on that date.

(c) On the date of a Change in Control of the Company (as that term is defined in the Appendix), all current employees will become fully vested.

(d) On the date of a Reduction in Force (as that term is defined in the Appendix), all affected employees will become fully vested.

(e) If a Participant's employment terminates under conditions where some or all of his or her benefit is not fully vested, the unvested portion will be immediately and permanently forfeited. The forfeitures will be used in the manner prescribed by the Committee, except that no amounts may be returned to the Company. It is anticipated that the forfeitures will be:

(i) First used to pay Plan administrative expenses, with

(ii) Any remaining amounts allocated to the remaining Participants at the time of Plan termination. This allocation will be made in the same ratio as the original contribution was made among those individuals.

Article III
Investments

3.1 ***Initial Period.*** From the effective date of the Plan until approximately February 1, 2004, the assets of the Plan will be invested as directed by the Committee.

3.2 ***Subsequent Periods.*** Beginning in early 2004, Participants will be able to direct the investment of the amounts in their accounts. Such investment direction will be made pursuant to such rules and procedures as may be prescribed by the Committee. It is anticipated that those rules will provide as follows:

(a) Participants will be able to change their investment choices on a daily basis;

(b) Any investment elections must apply to a whole percentage of the Participant's account balance;

(c) The Committee will prepare a list of permitted investments, and may change them at any time; and

(d) Participants will receive quarterly benefit statements.

Article IV
Payment of Benefits

4.1 ***Form of Payment.*** Benefits under the Plan will be paid in the form of a lump sum distribution of cash equal to the vested portion of the Participant's account as adjusted to reflect investment gains or losses.

4.2 ***Timing of Payment.***

(a) Each Participant's benefit shall be (i) valued as of the date on which vesting occurs, and (ii) paid as soon as administratively possible thereafter.

(b) Pursuant to such rules and procedures as may be prescribed by the Committee, a Participant may elect to delay the distribution of some or all of his or her vested benefit to another Vesting Date.

4.3 ***In-Service Withdrawals.*** Participants may not borrow funds or receive hardship distributions from the Plan.

4.4 ***Payees under Legal Disability.***

(a) If any payee is a minor, or if the Committee reasonably believes that any payee is legally incapable of giving a valid receipt and discharge for any payment due him or her, the Committee may have the payment made to the person (or persons or institution) whom it reasonably believes is caring for or supporting the payee.

(b) Any such payment shall be a payment for the benefit of the payee and shall be a complete discharge of any liability under the Plan to the payee.

4.5 ***Payment of Benefits.*** The Company (or its delegate) shall make all payments under the Plan by delivering them in person or by mailing them to the last address of the Participant. In the case of the death of the Participant, the payment will be made to his or her surviving spouse. If a deceased Participant does not have a surviving spouse, the payment will be made to his or her estate. Each Participant shall be responsible for furnishing the Committee with his or her current address.

4.6 ***Withholdings.***

(a) Any payments from the Plan may be subject to withholding for taxes as may be required by any applicable federal or state law.

(b) The Company shall have the right to withhold from benefit payments any amounts that the Participant owes to the Company.

4.7 ***Forfeiture of Payments.*** A Participant's benefit under the Plan will be forfeited if the Participant violates the non-solicitation rules set forth in the Appendix. If the Participant has already received payment of his or her benefit under the Plan at the time the violation is discovered, then the Participant must repay to the Plan the amount of that benefit.

Article V
Benefits Unfunded

5.1 ***Benefits Unfunded.***

(a) The benefits under this Plan shall not be funded, but shall constitute an unsecured liability payable, when due, by the Company out of its general assets. Participants shall have the status of unsecured creditors insofar as their claims for benefits under the Plan.

(b) Participants shall have no security interest or preferred claim in or to the assets of the Plan.

5.2 ***Grantor Trust.***

(a) Although the Company is responsible for the payment of all benefits under the Plan, the Company may, in its discretion, contribute funds or assets to a grantor trust for the purpose of paying benefits under this Plan. Such trust may be irrevocable, but assets of the trust shall be subject to the claims of creditors of the Company.

(b) To the extent any benefits provided under the terms of the Plan are actually paid from the trust, the Company shall have no further obligation with respect to those benefits. To the extent any benefits provided under the terms of the Plan are not paid from the trust, such benefits shall remain the obligation of and shall be paid by the Company.

Article VI
Plan Administration

6.1 ***Administrative Powers.*** The Committee shall have all powers necessary to administer the Plan. In addition to any powers and authority conferred on the Committee elsewhere in the Plan or by law, the Committee shall have the following powers and authority:

(a) To designate agents to carry out responsibilities relating to the Plan;

(b) To administer, interpret, and answer all questions which may arise under this Plan;

(c) To handle claims for benefits;

(d) To establish rules and procedures from time to time for the conduct of its business and for the administration of the Plan; and

(e) To perform or cause to be performed such further acts as it may deem to be necessary, appropriate, or convenient in connection with the operation of the Plan.

6.2 ***Finality of Actions.*** Any action taken by the Committee in the exercise of authority conferred upon it by this Plan shall be binding upon the Participant and all parties claiming through him or her. All discretionary powers conferred upon the Committee shall be absolute.

6.3 ***Indemnification.*** To the maximum extent permitted by law, the Company shall indemnify the Committee and any other employee of the Company with duties under the Plan who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed proceeding, whether civil, criminal, administrative, or investigative, against any losses reasonably incurred by him or her by reason of his or her conduct in the performance of his or her duties under the Plan, unless the person was grossly negligent or failed to act in good faith.

Article VII
Miscellaneous Matters

7.1 ***Amendment and Termination.*** The Company expects the Plan to be terminated during December of 2006. However, because future conditions affecting the Company cannot be anticipated or foreseen, the Company reserves the right to amend, modify, or terminate the Plan at any prior time. Any amendment must be effected by means of a written instrument executed by the Company. Upon termination of the Plan, all benefits shall become payable immediately.

7.2 ***Benefits Not Alienable.*** Benefits under the Plan may not be assigned or alienated, whether voluntarily or involuntarily.

7.3 ***No Enlargement of Employee Rights.*** Nothing contained in the Plan shall be deemed to (a) give any Participant the right to be retained in the employ of the Company or (b) interfere with the right of the Company to discharge any Participant at any time.

7.4 ***Governing Law.*** To the extent not preempted by federal law, the Plan shall be construed so as to comply with the provisions of California law.

7.5 ***Requirement of Release.*** In the case of a contested claim for benefits, the Committee may require, as a precondition to the entitlement of any claims for benefits, that the Claimant execute an agreement releasing any claims he or she asserts that he or she has against the Company, Plan, the Committee, and all other affected parties.

In Witness Whereof, the Company has caused this instrument to be executed.

DaVita Inc.

By: _____

Title: _____

Date: _____

Appendix

Definitions

Change of Control "Change of Control" shall mean:

(a) Any transaction or series of transactions in which any person or group within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934 ("Exchange Act") and Sections 13(d) and 14(d) of the Exchange Act becomes the direct or indirect "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), by way of a stock issuance, tender offer, merger, consolidation, other business combination or otherwise, of greater than fifty percent (50%) of the total voting power (on a fully diluted basis as if all convertible securities had been converted and all warrants and options had been exercised) entitled to vote in the election of directors of Company (including any transaction in which Company becomes a wholly-owned or majority-owned subsidiary of another corporation);

(b) Any merger or consolidation or reorganization in which Company does not survive;

(c) Any merger or consolidation in which Company survives, but the shares of Company's Common Stock outstanding immediately prior to such merger or consolidation represent 50% or less of the voting power of Company after such merger or consolidation, and

(d) Any transaction in which more than 50% of Company's assets are sold.

Competitor. "Competitor" shall mean any individual, partnership, limited liability company, corporation, independent practice association, management services organization, or any other entity that provides dialysis services and nephrology-related services provided by Company at any time during the period of the employee's employment, including, but not limited to, hemodialysis, acute dialysis, apheresis services, peritoneal dialysis of any type, staff-assisted hemodialysis, home hemodialysis, dialysis-related laboratory and pharmacy services, access-related services, Method II dialysis supplies and services, nephrology practice management, or renal physician/center network management, and any other services or treatment for persons diagnosed as having end stage renal disease ("ESRD") or pre-ESRD, including any dialysis services provided in an acute hospital. The term "ESRD" shall have the same meaning as set forth in Title 42, Code of Federal Regulations Section 405.2101 *et. seq*. or any successor thereto.

***Reduction in Force*.** "Reduction in force" shall mean the involuntary termination of two or more employees at the same time as a result of:

(a) A complete elimination of a department or a dialysis center due either to the shutting down of that department or dialysis center or to the transfer of the function of that department or dialysis center to another location; or

(b) A reduction in the workforce caused by a decrease in business.

Non-Solicitation Rules

Non-Solicitation of Employees.

(a) Participant promises and agrees that Participant will not, for a period of one (1) year after the termination of employment, directly or indirectly, solicit any of Company's employees to work for any Competitor.

(b) Participant also agrees that during the period of his or her employment and for a period of one (1) year after the termination of employment, directly or indirectly, that Participant will not hire any of Company's employees to work (as an employee or an independent contractor) for Competitor.

(c) In addition, Participant agrees that during Participant's period of employment with the Company and for a period of one (1) year after termination of employment, directly or indirectly, that Participant will not take any action that may reasonably result in any of Company's employees going to work (as an employee or an independent contractor) for any Competitor.

Other Non-Solicitation Obligations. Participant promises and agrees that during the term of his or her employment with the Company and for a period of one (1) year after the termination of employment for any reason, Participant will not, directly or indirectly:

(a) Induce any patient or customer of Company, either individually or collectively, to patronize any Competitor;

(b) Request or advise any patient, customer, or supplier of Company to withdraw, curtail, or cancel such person's business with Company;

(c) Enter into any contract for the purpose or result of which would benefit Participant if any patient or customer of Company were to withdraw, curtail, or cancel such person's business with Company;

(d) Solicit, induce, or encourage any physician (or former physician) affiliated with Company or induce or encourage any other person under contract with Company to curtail or terminate such person's affiliation or contractual relationship with Company;

(e) Disclose to any person the names or addresses of any patient or customer of Company or of any physician (or former physician) affiliated with Company; or

(f) Disparage the Company or any of its agents, employees, or affiliated physicians in any fashion.

Exhibit 10.30

DaVita Inc.
Deferred Bonus Plan

TABLE OF CONTENTS

PREAMBLE

The Plan is intended to conform with the requirements of Internal Revenue Code Section 409A and shall be implemented and administered in a manner consistent therewith.

ARTICLE 1 – GENERAL

1.1 Plan. The Plan will be referred to by the name specified in the Adoption Agreement.

1.2 Effective Dates.

(a) Original Effective Date. The Original Effective Date is the date as of which the Plan was initially adopted.

(b) Amendment Effective Date. The Amendment Effective Date is the date specified in the Adoption Agreement as of which the Plan is amended and restated.

(c) Special Effective Date. A Special Effective Date may apply to any given provision if so specified in Appendix C of the Adoption Agreement. A Special Effective Date will control over the Original Effective Date or Amendment Effective Date, whichever is applicable, with respect to such provision of the Plan.

1.3 Grandfathering of Amounts Not Subject to Code Section 409A

If the Plan Sponsor has elected to treat amounts deferred before January 1, 2005 that are earned and vested on December 31, 2004 as subject to the provisions of the Plan as in effect on December 31, 2004, such grandfathered amounts will be separately accounted for and administered in accordance with the terms of the Plan as in effect on such date, except as otherwise provided in this Plan document. A summary of the grandfathered provisions is set forth in Appendix B of the Adoption Agreement.

ARTICLE 2 – DEFINITIONS

Pronouns used in the Plan are in the masculine gender but include the feminine gender unless the context clearly indicates otherwise. Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

2.1 **"Account"** means an account established for the purpose of recording amounts credited on behalf of a Participant and any income, expenses, gains, losses or distributions included thereon.

2.2 **"Administrator"** means the person or persons designated by the Plan Sponsor in Section 1.05 of the Adoption Agreement to be responsible for the administration of the Plan. If no Administrator is designated in the Adoption Agreement, the Administrator is the Plan Sponsor.

2.3 **"Adoption Agreement"** means the agreement adopted by the Plan Sponsor that establishes the Plan.

2.4 **"Beneficiary"** means the persons, trusts, estates or other entities entitled under Section 8.2 to receive benefits under the Plan upon the death of a Participant.

2.5 **"Board" or "Board of Directors"** means the Board of Directors of the Plan Sponsor.

2.6 **"Bonus"** means an amount of incentive remuneration payable by the Employer to a Participant.

2.7 **"Change in Control"** means the occurrence of an event involving the Plan Sponsor that is described in Section 9.7.

2.8 **"Code"** means the Internal Revenue Code of 1986, as amended.

2.9 **"Compensation"** means the total cash and non-cash remuneration provided to Participant by the Employer for services rendered during a Plan Year, including bonuses but excluding reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits. Alternatively, Compensation has the meaning specified in Section 3.01(b) of the Adoption Agreement. In the case of a Director, Compensation means the total of (a) the fees paid to the Director for attendance at meetings of the Board or meetings of the Board's committees, and (b) the annual retainer fee paid to the Director for service on the Board or committee(s) of the Board, including the Board retainer, committee chair and member

retainers and any other form of retainer paid to a Director for service on the Board.

2.10 **"Director"** means a non-employee member of the Board who has been designated by the Employer as eligible to participate in the Plan.

2.11 **"Disabled"** means a determination by the Administrator that the Participant is either (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Employer. A Participant will be considered disabled if he is determined to be totally disabled by the Social Security Administration.

2.12 **"Eligible Employee"** means an employee of the Employer who satisfies the requirements in Section 2.01 of the Adoption Agreement.

2.13 **"Employer"** means the Plan Sponsor and any other entity which is authorized by the Plan Sponsor to participate in and, in fact, does adopt the Plan.

2.14 **"Identification Date"** means the date as of which Key Employees are determined which is specified in Section 1.06 of the Adoption Agreement.

2.15 **"Key Employee"** means an employee who satisfies the conditions set forth in Section 9.6.

2.16 **"Participant"** means an Eligible Employee or Director who commences participation in the Plan in accordance with Article 3.

2.17 **"Plan"** means the unfunded plan of deferred compensation set forth herein, including the Adoption Agreement and any trust agreement, as adopted by the Plan Sponsor and as amended from time to time.

2.18 **"Plan Sponsor"** means the entity identified in Section 1.03 of the Adoption Agreement.

2.19 **"Plan Year"** means the period identified in Section 1.02 of the Adoption Agreement.

2.20 **"Related Employer"** means the Employer and (a) any corporation that is a member of a controlled group of corporations as defined in Section

414(b) of the Code that includes the Employer and (b) any trade or business that is under common control as defined in Section 414(c) of the Code that includes the Employer.

2.21 **"Retirement"** has the meaning specified in 6.01(f) of the Adoption Agreement.

2.22 **"Separation from Service"** means the date that the Participant dies, retires or otherwise has a termination of employment with respect to all entities comprising the Related Employer. A Separation from Service does not occur if the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed six months or such longer period during which the Participant's right to re-employment is provided by statute or contract. If the period of leave exceeds six months and the Participant's right to re-employment is not provided either by statute or contract, a Separation from Service will be deemed to have occurred on the first day following the six-month period.

Whether a termination of employment has occurred is based on the facts and circumstances. Where an employee continues to provide services to the Related Employer at an annual rate that is less than twenty percent of the services he rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period) and the annual remuneration he receives for such services is less than twenty percent of the average annual remuneration he earned during his final three full calendar years of employment (or, if less, such lesser period), the employee will be treated as having incurred a Separation from Service. Where an employee continues to provide services to the Related Employer in a capacity other than as an employee, a Separation from Service will not be deemed to have occurred if the former employee provides services at an annual rate that is fifty percent or more of the services he rendered, on average, during the immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period) and the annual remuneration he receives for such services is fifty percent or more of the annual remuneration he earned during his final three full calendar years of employment for the Related Employer. For purposes of the foregoing, the annual rate of providing services is determined based upon the measurement used to determine the service provider's base compensation. An independent contractor is considered to experience a Separation of Service from the Related Employer upon the expiration of the contract (or contracts) under which services are performed for the Related Employer if the expiration constitutes a good faith and complete termination of the contractual relationship. An expiration does not constitute a good faith and complete termination of the contractual relationship if the Related Employer anticipates a renewal of a contractual relationship or the independent contractor becoming an employee. The

Related Employer will be considered to anticipate the renewal of the contractual relationship with an independent contractor if it intends to contract again for the services provided under the expired contract and neither the Related Employer nor the independent contractor has eliminated the independent contractor as a possible provider of services under any such new contract. A Related Employer is considered to intend to contract again for the services provided under an expired contract if the Related Employer's doing so is conditioned only upon incurring a need for the services, the availability of funds, or both. All determinations of whether a Separation from Service has occurred will be made in a manner consistent with Code Section 409A.

2.23 **"Unforeseeable Emergency"** means a severe financial hardship of the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code Section 152(a)); loss of the Participant's property due to casualty; or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

2.24 **"Valuation Date"** means each business day of the Plan Year.

2.25 **"Years of Service"** means each one year period for which the Participant receives service credit in accordance with the provisions of Section 7.01(d) of the Adoption Agreement.

ARTICLE 3 – PARTICIPATION

3.1 Participation. The Participants in the Plan shall be those Directors and those employees of the Employer who satisfy the requirements of Section 2.01 of the Adoption Agreement.

3.2 Termination of Participation. The Administrator may terminate a Participant's participation in the Plan in a manner consistent with Code Section 409A.

ARTICLE 4 – PARTICIPANT CONTRIBUTIONS

4.1 Deferral Agreement. Each Eligible Employee and Director may elect to defer his Compensation within the meaning of Section 3.01 of the Adoption Agreement by executing in writing or electronically, a deferral agreement in accordance with rules and procedures established by the Administrator and the provisions of this Article 4.

A new deferral agreement must be timely executed for each Plan Year during which the Eligible Employee or Director desires to defer Compensation. An Eligible Employee or Director who does not timely execute a deferral agreement shall be deemed to have elected zero deferrals of Compensation for such Plan Year.

If an Eligible Employee or Director fails to have an executed deferral agreement in effect for a Plan Year during which an Employer contribution pursuant to Article 5 is made on his behalf, the Eligible Employee or Director will be deemed to have elected to receive a lump sum distribution upon Separation from Service.

A deferral agreement may be changed or revoked during the period specified by the Administrator. Except as provided in Section 9.3 or in Section 4.01(c) of the Adoption Agreement, a deferral agreement becomes irrevocable at the close of the specified period.

4.2 Amount of Deferral. An Eligible Employee or Director may elect to defer Compensation in any amount permitted by Section 4.01(a) of the Adoption Agreement.

4.3 Timing of Election to Defer. Each Eligible Employee or Director who desires to defer Compensation otherwise payable during a Plan Year must execute a deferral agreement within the period preceding the Plan Year specified by the Administrator. Each Eligible Employee who desires to defer Compensation that is a Bonus must execute a deferral agreement within the period preceding the Plan Year during which the Bonus is earned that is specified by the Administrator, except that if the Bonus can be treated as performance based compensation as described in Code Section 409A(a)(4)(B)(iii), the deferral agreement may be executed within the period specified by the Administrator, which period, in no event, shall end after the date which is six months prior to the end of the period during which the Bonus is earned.

Except as otherwise provided below, an employee who is classified or designated as an Eligible Employee during a Plan Year or a Director who is designated as eligible to participate during a Plan Year may elect to defer Compensation otherwise payable during the remainder of such Plan Year in accordance with the rules of this Section 4.3 by executing a deferral agreement within the thirty (30) day period beginning on the date the employee is classified or designated as an Eligible Employee or the date the Director is designated as eligible, whichever is applicable, if permitted by Section 2.01 of the Adoption Agreement. If Compensation is based on specified performance period that begins before the Eligible Employee or Director executes his deferral agreement, the election will be deemed to apply to the portion of such Compensation equal to the total amount of Compensation for the service period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period. The rules of this paragraph shall not apply if the Eligible Employee or Director has ever participated or is participating in a "Plan" within the meaning of Prop. Reg. Sec. 1.409A-1(c) sponsored by the Employer.

4.4 Election of Payment Schedule and Form of Payment.

At the time an Eligible Employee or Director completes a deferral agreement, the Eligible Employee or Director must elect a distribution event (which includes a specified time) and a form of payment for the Compensation subject to the deferral agreement from among the options the Administrator has made available for this purpose and which are specified in 6.01(b) of the Adoption Agreement.

4.5 2005 Transitional Rules

If elected by the Plan Sponsor in Section 13.01 of the Adoption Agreement, one or more of the following transitional rules set forth in Notice 2005-1 shall apply during calendar year 2005. Each transitional rule that applies during calendar year 2005 will be implemented in accordance with rules and procedures established by the Administrator.

(a) New Payment Elections.

A Participant may make new payment elections with respect to amounts subject to Code Section 409A provided the elections are made no later than December 31, 2005. The new payment elections may apply to amounts deferred before the date of the election and can be made without regard to Code Sections 409A(a)(3) and (4) and any inconsistent provisions in the Plan to the contrary. A Participant who fails to make a new payment election in accordance with this Section 4.5(a) with respect any

amount subject to Code Section 409A for which a valid payment election was not made in accordance with the Plan and the requirements of Code Section 409A will be deemed to have made the default elections provided in Section 13.01(a) of the Adoption Agreement.

If the Plan Sponsor elects not to permit new payment elections in accordance with this Section 4.5(a), the default elections specified in Section 13.01(a) of the Adoption Agreement will apply to all amounts subject to Code Section 409A that were deferred prior to December 31, 2005 for which a valid payment election was not made in accordance with the Plan and the requirements of Code Section 409A.

(b) Elections to terminate participation or cancel an outstanding election.

A Participant may elect to terminate participation or cancel a deferral election with respect to amounts subject to Code Section 409A. An election made pursuant to this Section 4.5(b) may apply: (i) to all or part of calendar year 2005; (ii) to elective and/or nonelective deferred compensation under the Plan; (iii) to all or any portion of the Plan; and/or (iv) to one or more outstanding deferral elections with regard to amounts subject to Code Section 409A. An election made pursuant to this Section 4.5(b) includes a termination or cancellation that results in a lower amount of deferral for the period without a complete elimination of deferrals. Any election made pursuant to this Section 4.5(b) may be made without regard to Code Sections 409A(a)(2), (3) and (4) and any inconsistent provisions in the Plan to the contrary.

(c) Prospective Deferral Elections.

A Participant may make a deferral election with respect to Compensation that has not yet been paid or become payable at the time of the election, provided the election is made no later than March 15, 2005. The prospective deferral election may be made without regard to Code Section 409A(a)(4) and any inconsistent provisions in the Plan to the contrary.

4.6 2006 Transitional Rule

If elected by the Plan Sponsor in accordance with Section 13.02 of the Adoption Agreement, the following transitional rule will apply during calendar year 2006. The rule will be implemented in accordance with rules and procedures established by the Administrator.

A Participant may make new payment elections with respect to amounts subject to Code Section 409A provided: (a) the elections are made no later than December 31, 2006 and, (b) a Participant cannot in 2006 change payment elections with respect to payments that would otherwise have become payable in 2006 or cause payments to be made in 2006.

A Participant who fails to make a new payment election in accordance with amount subject to Code Section 409A for which a valid payment election was not made in accordance with the Plan and the requirements of Code Section 409A will be deemed to have made the default elections provided in Section 13.01(a) of the Adoption Agreement.

If the Plan Sponsor elects not to permit new payment elections in accordance with this Section 4.6, the default elections in Section 13.01(a) of the Adoption Agreement will apply to all amounts subject to Code Section 409A for which a valid payment election was not made in accordance with the Plan and the requirements of Code Section 409A.

ARTICLE 5 – EMPLOYER CONTRIBUTIONS

5.1 Matching Contributions. If elected by the Plan Sponsor in Section 5.01(a) of the Adoption Agreement, the Employer will credit the Participant's Account with a matching contribution determined in accordance with the formula specified in Section 5.01(a) of the Adoption Agreement. The matching contribution will be credited to the Participant's Account at the time specified in Section 5.01(a) (iii) of the Adoption Agreement.

5.2 Other Contributions. If elected by the Plan Sponsor in Section 5.01(b) of the Adoption Agreement, the Employer will credit the Participant's Account with a contribution determined in accordance with the formula or method specified in Section 5.01 (b) of the Adoption Agreement. The contribution will be credited to the Participant's Account at the time specified in Section 5.01(b)(iii) of the Adoption Agreement.

ARTICLE 6 – ACCOUNTS AND CREDITS

6.1 Establishment of Account. The Administrator will establish and maintain an Account for each Participant which will reflect the credits made pursuant to Section 6.2 along with the earnings, expenses, gains and losses allocated thereto, attributable to the investments made with the amounts in the Participant's Account as provided in Article 7. The Administrator will establish and maintain such other records and accounts, as it decides in its discretion to be reasonably required or appropriate to discharge its duties under the Plan.

6.2 Credits to Account. A Participant's Account will be credited for each Plan Year with the amount of his elective deferrals under Section 4.1 at the time the amount subject to the deferral election would otherwise have been payable to the Participant and the amount of Employer contributions made on his behalf under Article 5. Such amounts will be credited to the Participant's Account at the times specified, respectively, in Sections 5.01(a)(iii) and 5.01(b)(iii) of the Adoption Agreement.

ARTICLE 7 – INVESTMENT OF CONTRIBUTIONS

7.1 Investment Options. The amount in a Participant's Account shall be treated as invested in the investment options designated for this purpose by the Administrator and set forth in Appendix A to the Adoption Agreement.

7.2 Adjustment of Accounts. The amount in a Participant's Account shall be adjusted for investment earnings, expenses, gains or losses in an amount equal to the earnings, expenses, gains or losses attributable to the investment options selected by the party designated in Section 9.01 of the Adoption Agreement from among the investment options provided in Section 7.1. If permitted by Section 9.01 of the Adoption Agreement, a Participant may, in accordance with rules and procedures established by the Administrator, select the investments from among the options provided in Section 7.1 to be used for the purpose of calculating future investment adjustments to the Participant's Account or to future credits to the Account under Section 6.2 effective as the Valuation Date coincident with or next following notice to the Administrator. The Account of each Participant shall be adjusted as of each Valuation Date to reflect: (a) the earnings, expenses, gains and losses described above; (b) amounts credited pursuant to Section 6.2; and (c) distributions or withdrawals. In addition, the Account of each Participant may be adjusted for its allocable share of the costs and expenses associated with the maintenance of the investments provided in Section 7.1.

ARTICLE 8 – RIGHT TO BENEFITS

8.1 **Vesting.** A Participant, at all times, has the 100% nonforfeitable interest in the amounts credited to his Account attributable to his elective deferrals made in accordance with Section 4.1.

A Participant's right to the amounts credited to his Account attributable to Employer contributions made in accordance with Article 5 shall be determined in accordance with the relevant schedule specified in Section 7.01 of the Adoption Agreement

8.2 **Death.** The balance or remaining balance credited to a Participant's vested Account shall be paid to his Beneficiary at the time specified in Section 6.01(a) of the Adoption Agreement in a single lump sum payment following the date of death, unless additional forms of payment have been made available for this purpose in Section 6.01(b) of the Adoption Agreement and the Participant has made a valid election (or valid elections) of a form of payment in accordance with the provisions of Article 4. If additional forms have been made available, payment to the Beneficiary shall be made at the time specified in Section 6.01(a) of the Adoption Agreement in the form elected by the Participant in accordance with the provisions of Article 4. If multiple Beneficiaries have been designated, each Beneficiary shall receive payment of his specified portion of the Account at the time specified in Section 6.01(a) of the Adoption Agreement in the form elected by the Participant.

A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries in accordance with rules and procedures established by the Administrator.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's vested Account, such amount will be paid to his estate (such estate shall be deemed to be the Beneficiary for purposes of the Plan) in a single lump sum payment.

8.3 Disability. The balance or remaining balance credited to a Participant's vested Account shall be paid to the Participant at the time specified in Section 6.01(a) of the Adoption Agreement in a single lump sum cash payment following the date a Participant incurs a Disability as defined in Section 2.11, unless additional forms of payment have been made available for this purpose in Section 6.01(b) of the Adoption Agreement and the Participant has made a valid election of a different form of payment. If additional forms have been made available, payment shall be made at the time specified in Section 6.01(a) of the Adoption Agreement and in the form elected by the Participant in accordance with the provisions of Article 4. The Administrator, in its sole discretion, shall determine whether a Participant has experienced a disability for purposes of this Section 8.3.

ARTICLE 9 – DISTRIBUTION OF BENEFITS

9.1 Amount of Benefits. The vested amount credited to a Participant's Account as determined under Articles 6, 7 and 8 shall determine and constitute the basis for the value of benefits payable to the Participant under the Plan.

9.2 Method and Timing of Distributions. Except as otherwise provided in this Article 9, distributions under the Plan shall be made at the time specified in Section 6.01(a) of the Adoption Agreement. If permitted by Section 6.01(g) of the Adoption Agreement, a Participant may elect, at least twelve months before a scheduled distribution event, to delay the payment date for a minimum period of sixty months from the originally scheduled date of payment. The re-deferral election must be made in accordance with procedures and rules established by the Administrator. The Participant may, at the same time the date of payment is deferred, change the form of payment but such change in the form of payment may not effect an acceleration of payment in violation of Section 409A of the Code.

9.3 Unforeseeable Emergency. A Participant may request a distribution due to an Unforeseeable Emergency if the Plan Sponsor has elected to permit Unforeseeable Emergency withdrawals under Section 8.01(a) of the Adoption Agreement. The request must be in writing and must be submitted to the Administrator along with evidence that the circumstances constitute an Unforeseeable Emergency. The Administrator has the discretion to require whatever evidence it deems necessary to determine whether a distribution is warranted. Whether a Participant has incurred an Unforeseeable Emergency will be determined by the Administrator on the basis of the relevant facts and circumstances in its sole discretion, but, in no event, will an Unforeseeable Emergency be deemed to exist if the hardship can be relieved: (a) through reimbursement or compensation by insurance or otherwise, (b) by liquidation of the Participant's assets to the extent such liquidation would not itself cause severe financial hardship, or (c) by cessation of deferrals under the Plan. A distribution due to an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need and may include any amounts necessary to pay any federal, state or local income tax penalties reasonably anticipated to result from the distribution. The distribution will be made in the form of a single lump sum cash payment. If permitted by Section 8.01(b) of the Adoption Agreement, a Participant's deferral elections for the remainder of the Plan Year will be cancelled upon a withdrawal due to Unforeseeable Emergency.

9.4 Termination Before Retirement. If the Plan Sponsor has elected a Separation from Service override in accordance with Section 6.01(d) of the Adoption Agreement, the following provisions apply. A Participant who experiences a Separation from Service before Retirement for any reason other than death shall receive the vested amount credited to his Account at the time specified in Section 6.01(a) of the Adoption Agreement in a single lump sum payment following such termination or cessation of service regardless of whether the Participant had made different elections of time or form of payment as to the vested amounts credited to his Account or whether the Participant was receiving installment payouts at the time of such termination.

9.5 Cashouts Of Amounts Not Exceeding Stated Limit. If the vested amount credited to the Participant's Account does not exceed the limit established for this purpose by the Plan Sponsor in Section 6.01(e) of the Adoption Agreement at the time he separates from service with the Employer for any reason, the Employer shall distribute such amount to the Participant at the time specified in Section 6.01(a) of the Adoption Agreement in a single lump sum cash payment following such termination regardless of whether the Participant had made different elections of time or form of payment as to the vested amount credited to his Account or whether the Participant was receiving installments at the time of such termination. A Participant's Account, for purposes of this Section 9.5, shall include any amounts described in Section 1.3.

9.6 Key Employees. In no event shall a distribution made to a Key Employee due to Separation from Service (which, for purposes of this Section 9.6 includes Retirement) occur before the date which is six months after the date of his Separation from Service with the Employer. For purposes of this Section 9.6, a Key Employee means an employee of an Employer any of whose stock is publicly traded on an established securities market or otherwise who satisfies the requirements of Section 416(i)(1)(A)(i), (ii) or (iii), of the Code, determined without regard to Section 416(i)(5) of the Code, at any time during the twelve-month period ending on the Identification Date. An employee who is determined to be a Key Employee on an Identification Date shall be treated as a Key Employee for purposes of the six-month delay in distributions set forth in this Section 9.6 for the twelve-month period beginning on the first day of the fourth month following the Identification Date. Whether any stock of the Employer is traded on an established securities market or otherwise is determined on the date a Participant experiences a Separation from Service. Installment distributions to a Key Employee that are delayed due to the application of the requirements of this Section 9.6 shall commence as of the earliest date permitted by Code Section 409A.

9.7 Change in Control. If the Plan Sponsor has elected to permit distributions upon a Change in Control, the following provisions shall apply. A distribution made upon a Change in Control will be made at the time specified in Section 6.01(a) of the Adoption Agreement in the form elected by the Participant in accordance with the procedures described in Article 4. A Change in Control will occur upon a change in the ownership of the Plan Sponsor, a change in the effective control of the Plan Sponsor or a change in the ownership of a substantial portion of the assets of the Plan Sponsor. The Plan Sponsor, for this purpose, includes any corporation identified in this Section 9.7.

If a Participant continues to make deferrals in accordance with Article 4 after he has received a distribution due to a Change in Control, the residual amount payable to the Participant shall be paid at the time and in the form specified in the elections he makes in accordance with Article 4 or upon his Death or Disability as provided in Article 8.

Whether a Change in Control has occurred will be determined by the Administrator in accordance with the rules and definitions set forth in this Section 9.7. A distribution to the Participant will be treated as occurring upon a Change in Control if the Plan Sponsor terminates the Plan and distributes the Participant's benefits within twelve months of a Change in Control as provided in Section 10.2.

(a) Relevant Corporations.

To constitute a Change in Control for purposes of the Plan, the event must relate to (i) the corporation for whom the Participant is performing services at the time of the Change in Control, (ii) the corporation that is liable for the payment of the Participant's benefits under the Plan (or all corporations liable if more than one corporation is liable), or (iii) a corporation that is a majority shareholder of a corporation identified in (i) or (ii), or any corporation in a chain of corporations in which each corporation is a majority corporation of another corporation in the chain, ending in a corporation identified in (i) or (ii). A majority shareholder is defined as a shareholder owning more than fifty percent (50%) of the total fair market value and voting power of such corporation.

(b) Stock Ownership.

Code Section 318(a) applies for purposes of determining stock ownership. Stock underlying a vested option is considered owned by the individual who owns the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). If, however, a vested option is exercisable for stock that is not substantially vested (as defined by Treasury Regulation Section 1.83-3(b) and (j)) the stock underlying the option is not treated as owned by the individual who holds the option. Mutual and cooperative corporations are treated as having stock for purposes of this Section 9.7.

(c) Change in the Ownership of a Corporation.

A change in the ownership of a corporation occurs on the date that any one person or more than one person acting as a group, acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. If any one person or more than one person acting as a proxy is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the stock of a corporation, the acquisition of additional stock by the same person or persons is not considered to cause a change in the ownership of the corporation (or to cause a change in the effective control of the corporation as discussed below in Section 9.7(d)). An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the corporation acquires its stock in exchange for property will be treated as an acquisition of stock. Section 9.7(c) applies only when there is a transfer of stock of a corporation (or issuance of stock of a corporation) and stock in such corporation remains outstanding after the transaction. For purposes of this Section 9.7(c), persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time or as a result of a public offering. Persons will, however, be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(d) Change in the effective control of a corporation.

A change in the effective control of a corporation occurs on the date that either (i) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the corporation possessing thirty-five (35%) or more of the total voting power of the stock of such corporation, or (ii) a majority of members of the corporation's board of directors is replaced during any twelve month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors prior to the date of the appointment or election, provided that for purposes of this paragraph (ii), the term corporation refers solely to the relevant corporation identified in Section 9.7(a) for which no other corporation is a majority shareholder for purposes of Section 9.7(a). In the absence of an event described in Section 9.7(d)(i) or (ii), a change in the effective control of a corporation will not have occurred. A change in effective control may also occur in any transaction in which either of the two corporations involved in the transaction has a change in the ownership of such corporation as described in Section 9.7(c) or a change in the ownership of a substantial portion of the assets of such corporation as described in Section 9.7(e). If any one person, or more than one person acting as a group, is considered to effectively control a corporation within the meaning of this Section 9.7(d), the acquisition of additional control of the corporation by the same person or persons is not considered to cause a change in the effective control of the corporation or to cause a change in the ownership of the corporation within the meaning of Section 9.7(c). For purposes of this Section 9.7(d), persons will or will not be considered to be acting as a group in accordance with rules similar to those set forth in Section 9.7(c) with the following exception. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(e) Change in the ownership of a substantial portion of a corporation's assets.

A change in the ownership of a substantial portion of a corporation's assets occurs on the date that any one person, or more than one person acting as a group (as determined in accordance with rules similar to those set forth in Section 9.7 (d)), acquires (or has acquired

during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the corporation of the value of the assets being disposed of determined without regard to any liabilities associated with such assets. There is no Change in Control event under this Section 9.7(e) when there is a transfer to an entity that is controlled by the shareholders of the transferring corporation immediately after the transfer. A transfer of assets by a corporation is not treated as a change in ownership of such assets if the assets are transferred to (i) a shareholder of the corporation (immediately before the asset transfer) in exchange for or with respect to its stock, (ii) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the corporation, (iii) a person, or more than one person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the corporation, or (iv) an entity, at least fifty (50%) of the total value or voting power of which is owned, directly or indirectly, by a person described in Section 9.7(e)(iii). For purposes of the foregoing, and except as otherwise provided, a person's status is determined immediately after the transfer of assets.

9.8 Permissible Delays in Payment. Distributions may be delayed beyond the date payment would otherwise occur in accordance with the provisions of Articles 8 and 9 in any of the following circumstances. The Employer may delay payment if it reasonably anticipates that its deduction with respect to such payment would be limited or eliminated by the application of Section 162(m) of the Code. Payment must be made at the earliest date at which the Employer reasonably anticipates that the deduction of the payment amount will not be eliminated or limited by Section 162(m) of the Code or the calendar year in which the Participant Separates from Service. The Employer may also delay payment if it reasonably anticipates that the payment will violate a term of a loan agreement or other similar contract to which the Employer is a party and such violation will cause material harm to the Employer. Payment must be made at the earliest date on which the Employer reasonably anticipates that the making of the payment will not cause a violation or the violation will no longer cause material harm to the Employer. Payment cannot be delayed if the facts and circumstances indicate that the Employer entered into the loan agreement or similar contract not for legitimate business reasons but to avoid the restrictions on deferral elections and subsequent deferral elections under Section 409A of the Code. The Employer may also delay payment if it reasonably anticipates that the making of the payment will

violate Federal Securities Laws or other applicable laws provided payment is made at the earliest date on which the Employer reasonably anticipates that the making of the payment will not cause such violation. The Employer reserves the right to amend the Plan to provide for a delay in payment upon such other events and conditions as the Secretary of the Treasury may prescribe in generally applicable guidance published in the Internal Revenue Bulletin. Once a provision permitting delay of payment is applicable to an amount of deferred compensation, the failure to apply such provision or the modification of the Plan to remove such provision will constitute an acceleration of any payment to which such provision applied.

ARTICLE 10 – AMENDMENT AND TERMINATION

10.1 Amendment by Plan Sponsor. The Plan Sponsor reserves the right to amend the Plan (for itself and each Employer) through action of its Board of Directors. No amendment can directly or indirectly deprive any current or former Participant or Beneficiary of all or any portion of his Account which had accrued prior to the amendment.

10.2 Plan Termination Following Change in Control or Corporate Dissolution. If so elected by the in 11.01 of the Adoption Agreement, the Plan Sponsor reserves the right to terminate the Plan and distribute all amounts credited to all Participant Accounts within the 30 days preceding or the twelve months following a Change in Control as determined in accordance with the rules set forth in Section 9.7. For this purpose, the Plan will be treated as terminated only if all substantially similar arrangements sponsored by the Plan Sponsor are terminated so that all participants under the Plan and all similar arrangements are required to receive all amounts deferred under the terminated arrangements within twelve months of the date of termination of the arrangements. In addition, the Plan Sponsor reserves the right to terminate the Plan within twelve months of a corporate dissolution taxed under Section 331 of the Code or with the approval of a bankruptcy court pursuant to United States Code Section 503(b)(1)(A) provided that amounts deferred under the Plan are included in the gross incomes of Participants in the latest of (a) the calendar year in which the termination occurs, (b) the calendar year in which the amount is no longer subject to a substantial risk of forfeiture, or (c) the first calendar year in which payment is administratively practicable.

10.3 Other Plan Terminations. The Plan Sponsor retains the discretion to terminate the Plan if (a) all arrangements sponsored by the Plan Sponsor that would be aggregated with any terminated arrangement under Prop. Reg. Section 1.409A-1(c) are terminated, (b) no payments other than payments that would be payable under the terms of the arrangements if the termination had not occurred are made within twelve months of the termination of the arrangements, (c) all payments are made within twenty-four months of the termination of the arrangements, (d) the Plan Sponsor does not adopt a new arrangement that would be aggregated with any terminated arrangement under Prop. Reg. Section 1.409A-1(c) at any time within the five year period following the date of termination of the arrangement. The Plan Sponsor also reserves the right to amend the Plan to provide that termination of the Plan will occur under such conditions and events as may be prescribed by the Secretary of the Treasury in generally applicable guidance published in the Internal Revenue Bulletin.

ARTICLE 11 – THE TRUST

11.1 Establishment of Trust. The Plan Sponsor may but is not required to establish a trust to hold amounts which the Plan Sponsor may contribute from time to time to correspond to some or all amounts credited to Participants under Section 6.2. If the Plan Sponsor elects to establish a trust in accordance with Section 10.01 of the Adoption Agreement, the provisions of Sections 11.2 and 11.3 shall become operative.

11.2 Grantor Trust. Any trust established by the Plan Sponsor shall be between the Plan Sponsor and a trustee pursuant to a separate written agreement under which assets are held, administered and managed, subject to the claims of the Plan Sponsor's creditors in the event of the Plan Sponsor's insolvency, until paid to the Participant and/or his Beneficiaries specified in the Plan. The trust is intended to be treated as a grantor trust under the Code, and the establishment of the trust shall not cause the Participant to realize current income on amounts contributed thereto. The Plan Sponsor must notify the trustee in the event of a bankruptcy or insolvency.

11.3 Investment of Trust Funds. Any amounts contributed to the trust by the Plan Sponsor shall be invested by the trustee in accordance with the provisions of the trust and Section 9.01 of the Adoption Agreement.

ARTICLE 12 – PLAN ADMINISTRATION

12.1 Powers and Responsibilities of the Administrator. The Administrator has the full power and the full responsibility to administer the Plan in all of its details. The Administrator's powers and responsibilities include, but are not limited to, the following:

(a) To make and enforce such rules and procedures as it deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, its interpretation thereof to be final, except as provided in Section 12.2, on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To administer the claims and review procedures specified in Section 12.2;

(e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;

(f) To determine the person or persons to whom such benefits will be paid;

(g) To authorize the payment of benefits;

(h) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan.

12.2 Claims and Review Procedures.

(a) Claims Procedure.

If any person believes he is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the person's right to bring a civil action following an adverse decision on review. Such notification will be given within 90 days after the claim is received by the Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period). If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his claim.

(b) Review Procedure.

Within 60 days after the date on which a person receives a written notification of denial of claim (or, if written notification is not provided, within 60 days of the date denial is considered to have occurred), such person (or his duly authorized representative) may (i) file a written request with the Administrator for a review of his denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The notification will explain that the person is entitled to receive, upon request and free of charge, reasonable access to and copies of all pertinent documents and has the right to bring a civil action following an adverse decision on review. The decision on review will be made within 60 days after the request for review is received by the Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the

Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). If the decision on review is not made within such period, the claim will be considered denied.

12.3 Plan Administrative Costs. All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator in administering the Plan shall be paid by Plan to the extent not paid by the Employer.

ARTICLE 13 – MISCELLANEOUS

13.1 Unsecured General Creditor of the Employer. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under the Plan, any and all of the Employer's assets shall be, and shall remain, the general, unpledged, unrestricted assets of the Employer. Each Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

13.2 Employer's Liability. Each Employer's liability for the payment of benefits under the Plan shall be defined only by the Plan and by the deferral agreements entered into between a Participant and the Employer. An Employer shall have no obligation or liability to a Participant under the Plan except as provided by the Plan and a deferral agreement or agreements. An Employer shall have no liability to Participants employed by other Employers.

13.3 Limitation of Rights. Neither the establishment of the Plan, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to the Participant or any other person any legal or equitable right against the Employer, the Plan or the Administrator, except as provided herein; and in no event will the terms of employment or service of the Participant be modified or in any way affected hereby.

13.4 Anti-Assignment. Except as may be necessary to fulfill a domestic relations order within the meaning of Section 414(p) of the Code, none of the benefits or rights of a Participant or any Beneficiary of a Participant shall be subject to the claim of any creditor. In particular, to the fullest extent permitted by law, all such benefits and rights shall be free from attachment, garnishment, or any other legal or equitable process available to any creditor of the Participant and his or her Beneficiary. Neither the Participant nor his or her Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the payments which he or she may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary to receive death benefits provided hereunder. Notwithstanding the preceding, the benefit payable from a Participant's Account may be reduced, at the discretion of the administrator, to satisfy any debt or liability to the Employer.

13.5 Facility of Payment. If the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Employer to disburse such payments to a person or institution

designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments therefore, and any such payment to the extent thereof, shall discharge the liability of the Employer, the Plan and the Administrative Committee for the payment of benefits hereunder to such recipient.

13.6 Notices. Any notice or other communication to the Employer or Administrator in connection with the Plan shall be deemed delivered in writing if addressed to (Insert Title), DaVita, Inc., 601 Hawaii Street, El Segundo, CA 90245 and if either actually delivered at said address or, in the case or a letter, 5 business days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified.

13.7 Tax Withholding. If the Employer concludes that tax is owing with respect to any deferral or payment hereunder, the Employer shall withhold such amounts from any payments due the Participant, as permitted by law, or otherwise make appropriate arrangements with the Participant or his Beneficiary for satisfaction of such obligation. Tax, for purposes of this Section 13.7 means any federal, state, local or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any earnings thereon, and any payments made to Participants under the Plan.

13.8 Indemnification. Each Employer shall indemnify and hold harmless each employee, officer, or director of an Employer to whom is delegated duties, responsibilities, and authority with respect to the Plan against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him (including but not limited to reasonable attorney fees) which arise as a result of his actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by an Employer. Notwithstanding the foregoing, an Employer shall not indemnify any person for any such amount incurred through any settlement or compromise of any action unless the Employer consents in writing to such settlement or compromise. Indemnification under this Section 13.8 shall not be applicable to any person if the cost, loss, liability, or expense is due to the person's gross negligence, fraud or willful misconduct or if the person refuses to assist in the defense of the claim against him.

13.9 Permitted Acceleration of Payment. The Plan may permit acceleration of the time or schedule of any payment or amount scheduled to be paid pursuant to a payment under the Plan as provided in Section 10.2 or 10.3 and this Section 13.9. The Plan may permit acceleration of payment (a) to an individual other than the Participant as may be necessary to fulfill a domestic relations order within the meaning of Section 414(p)(1)(B) of the Code, (b) to comply with a certificate of divestiture as defined in Section 1043(b)(2) of the Code, (c) to pay the Federal Insurance Contributions Act (FICA) tax imposed under Sections 3101, 3121(a) and 3121(v)(2) of the Code on compensation deferred under the Plan, (d) to pay the income tax under Section 3401 of the Code or the corresponding withholding provisions of the applicable state, local or foreign tax laws as a result of the payment of any FICA tax described in (c) and to pay the additional income tax at source on wages attributable to the pyramiding Section 3401 of the Code, wages and taxes, and (e) to pay the amount required to be included in gross income as a result of the failure of the Plan to comply with the requirements of Section 409A of the Code. The total payment under (c) or (d) shall, in no event, exceed the aggregate of the FICA tax and the income tax withholding related to such FICA tax. The total payment under (e) shall, in no event, exceed the amount required to be included in income as a result of the failure to comply with requirements of Section 409A of the Code.

13.10 Governing Law. The Plan will be construed, administered and enforced according to the laws of the State specified by the Plan Sponsor in Section 12.01 of the Adoption Agreement.

ADOPTION AGREEMENT

1.01 PREAMBLE

By the execution of this Adoption Agreement the Plan Sponsor hereby (complete a or b)

(a) ☒ adopts a new plan as of [01/01/2005]

(b) ☐ amends and restates its existing plan as of [month, day, year] which is the Amendment Restatement Date.

Original Effective Date: [month, day, year]

Pre-409A Grandfathering: ☐ Yes ☒ No (If yes, complete Appendix B, "Summary of Grandfathered Provisions")

1.02 PLAN

Plan Name: DaVita Inc. Deferred Bonus Plan

Plan Year: ends 12/31

1.03 PLAN SPONSOR

Name:	DaVita Inc.
Address:	601 Hawaii Street, El Segundo, CA 90245
Phone # :	(310) 536-2400
EIN:	51-0354549
Fiscal Yr:	12/31
Form of Entity:	Corporation

If Plan Sponsor is a Corporation is stock publicly traded?

☒ Yes ☐No

1.04 EMPLOYER

The following entities have been authorized by the Plan Sponsor to participate in and have adopted the Plan:

Entity	Publicly Traded Corporation	
	Yes	No
DaVita Inc.	☒	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐

1.05 ADMINISTRATOR

The Plan Sponsor has designated the following to be responsible for the Administration of the Plan:

The Committee designated by the Board of Directors of the Employer

Note: The Administrator is the person or persons designated by the Employer to be responsible for the administration of the Plan. This is not Fidelity Investments Institutional Operations Company, Inc. nor any other Fidelity affiliate.

1.06 IDENTIFICATION DATE

The Employer has designated September 30 as the Identification Date for purposes of determining Key Employees.

2.01 PARTICIPATION

(a) ☒ Employees

(i) ☒ Eligible Employees are selected by the Employer.

(ii) ☐ Eligible Employees are those employees of the Employer who satisfy the following criteria:

_____

_____

_____

_____

_____

(b) ☐ Directors

(i) ☐ All Directors are eligible to participate.

(ii) ☐ Only Directors selected by the Employer are eligible to participate.

3.01 COMPENSATION

For purposes of determining Participant contributions under Article 4 and Employer contributions under Article 5, Compensation shall be defined in the following manner (complete (a), (b.) or (e) and select (c.)and/or (d.) if applicable):

(a) ☐ Compensation as defined in Section 2.9 of the Plan but excluding:

_____
_____
_____
_____
_____
_____

(b) ☐ Compensation as defined in [insert name of qualified plan] without regard to the limitation captured in Section 401 (a)(17) of the Code for such Plan Year:

(c) ☐ Director Compensation shall have the meaning specified in Section 2.9 except that:

_____
_____
_____

(d) ☐ Compensation shall, for all Plan purposes, be limited to $____.

(e) ☐ Not Applicable.

3.02 BONUSES

Compensation, as defined in Section 3.01 of the Adoption Agreement, includes the following type of bonuses:

Type	Will be treated as Performance Based Compensation	
	Yes	No
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

☐ Not Applicable.

4.01 PARTICIPANT CONTRIBUTIONS

If there are Participant contributions complete (a), (b) and (c). Otherwise complete (d).

(a) Amount of Deferrals

A Participant may elect within the period specified in Section 4.01(b) of the Adoption Agreement to defer the following amounts of Compensation (select (i) and (ii) or (iii)):

(i) Compensation Other than Bonuses (for each type of remuneration listed, complete "dollar amount" or "percentage amount," but not both))

	Dollar Amount		% Amount		
Type of Remuneration	Min	Max	Min	Max	Increment
a.					
b.					
c.					

Notes: The increment is required to determine the permissible deferral amounts.

(ii) Bonuses (choose one)

	Dollar Amount		% Amount		
Type of Bonus	Min	Max	Min	Max	Increment
a.					
b.					
c.					

(iii) Compensation (do not complete if you completed (i) and (ii))

Dollar Amount		% Amount		
Min	Max	Min	Max	Increment

(iv) Director Compensation

	Dollar Amount		% Amount		
Type of Compensation	Min	Min	Min	Max	Increment
Annual Retainer					
Meeting Fees					
Other:					
Other:					

(b) Election Period

(i) Performance Based Compensation

A special election period

☐ Does
☐ Does Not

apply to each eligible type of performance based compensation referenced in Section 3.02 of the Adoption Agreement.

The special election period, if applicable, will be determined by the Employer.

(ii) Newly Eligible Participants

An employee who is classified or designated as an Eligible Employee during a Plan Year

☐ May
☐ May Not

elect to defer Compensation otherwise payable during the remainder of the Plan Year by completing a deferral agreement within the 30 day period beginning on the date he is eligible to participate in the Plan.

(c) Revocation of Deferral Agreement

A Participant's deferral agreement

☐ Will
☐ Will Not

be cancelled for the remainder of any Plan Year during which he receives a hardship distribution of elective deferrals from a qualified cash or deferred arrangement maintained by the Employer.

(d) ☐ Not Applicable.

5.01 EMPLOYER CONTRIBUTIONS

(a) Matching Contributions

(i) Amount

For each Plan Year, the Employer shall make a Matching Contribution on behalf of each Participant who defers Compensation for the Plan Year and satisfies the requirements of Section 5.01(a)(ii) of the Adoption Agreement equal to (complete one):

(A) ☐ __% of Compensation the Participant has elected to defer for the Plan Year

(B) ☐ An amount determined by the Employer in its sole discretion

(C) ☐ Matching Contributions for each Participant shall be limited to $_____ and/or % of Compensation.

(D) ☐ Other:

(E) ☐ Not Applicable.

(ii) Eligibility for Matching Contribution

A Participant who defers Compensation for the Plan Year shall receive an allocation of Matching Contributions determined in accordance with Section 5.01(a)(i) provided he satisfies the following requirements (complete the ones that are applicable):

(A) ☐ Is employed on the last day of the Plan Year

(B) ☐ Completes _____ [insert number] of hours of service during the Plan Year

(C) ☐ Is selected by the Employer in its sole discretion to receive an allocation of Matching Contributions

(D) ☐ No requirements

(E) ☐ Other

_____

_____

_____

(iii) Time of Allocation

Matching Contributions, if made, shall be treated as allocated (select one):

(A) ☐ As of the last day of the Plan Year

(B) ☐ At such times as the Employer shall determine in it sole discretion

(C) ☐ At the time the Compensation on account of which the Matching Contribution is being made would otherwise have been paid to the Participant

(D) ☐ Other:

_____

_____

_____

(b) Other Contributions

(i) Amount

The Employer shall make a contribution on behalf of each Participant who satisfies the requirements of Section 5.01(b)(ii) equal to (check those that apply):

(A) ☐ An amount equal to _____ (insert number) % of the Participant's Compensation

(B) ☒ An amount determined by the Employer in its sole discretion

(C) ☐ Contributions for each Participant shall be limited to $_____

(D) ☒ Other:

To the extent not used to pay Plan expenses, forfeitures will be reallocated to the eligible population employed on the last day of the plan year.

_____

_____

(E) ☐ Not Applicable.

(ii) Eligibility for Other Contributions

A Participant shall receive an allocation of other Employer contributions determined in accordance with Section 5.01(b)(i) for the Plan Year if he satisfies the following requirements (complete the one that is applicable):

(A) ☐ Describe requirements:

(B) ☒ Is selected by the Employer in its sole discretion to receive an allocation of other Employer contributions

(C) ☐ No requirements

(iii) Time of Allocation

Employer contributions, if made, shall be treated as allocated (select one):

(A) ☒ As of the last day of the Plan Year

(B) ☐ At such time or times as the Employer shall determine in its sole discretion

(C) ☐ Other:

_____

_____

_____

_____

_____

6.01 DISTRIBUTIONS

The timing and form of payment of distributions made from the Participant's vested Account shall be made in accordance with the elections made in this Section 6.01 of the Adoption Agreement. As required by Section 9.6 of the Plan, a six month delay for certain distributions to Key Employees of publicly traded companies will apply.

(a) Timing of Distributions

(i) All distributions shall commence in accordance with the following (choose one):

(A) ☐ As of the distribution event

(B) ☐ Monthly on specified day (insert day)

(C) ☒ Annually on specified month and day 02/15. (insert month and day)

(D) ☐ Calendar quarter on specified day _____ (insert day)

A six month delay for certain distributions to Key Employees of publicly traded companies will apply.

(ii) The timing of distributions as determined in Section 6.01(a)(i) shall be modified by the adoption of:

(A) ☐ Event Delay – distribution events (other than those based on Specified Date or Specified Age) will be treated as not having occurred for ____ days (insert number of days).

(B) ☐ Hold Until Next Year – distribution events (other than those based on Specified Date or Specified Age) will be treated as not having occurred for twelve months from the date of the event.

(C) ☒ Immediate Processing – The timing method selected by the Employer under Section 6.01(a)(i) shall be overridden for the following distribution events (insert events).

Death
Change in Control
Retirement

(b) Distribution Events (If multiple events are chosen, the earliest to occur will trigger payment.)

		Lump Sum	Installments
(i)	☐ Specified Date	_____	years to years
(ii)	☐ Specified Age	_____	_____ years to _____ years
(iii)	☐ Separation from Service	_____	_____ years to _____ years
(iv)	☐ Separation from Service plus 6 months	_____	_____ years to _____ years
(v)	☐ Separation from Service plus _____ months (not to exceed _____ months)	_____	_____ years to _____ years
(vi)	☐ Retirement	_____	_____ years to _____ years
(vii)	☐ Retirement plus 6 months	_____	_____ years to _____ years
(viii)	☐ Retirement plus _____ months (not to exceed _____ months)	_____	_____ years to _____ years
(ix)	☐ Later of Separation from Service or Specified Age	_____	_____ years to _____ years
(x)	☐ Later of Separation from Service or Specified Date	_____	_____ years to _____ years
(xi)	☐ Later of Retirement or Specified Age	_____	_____ years to _____ years
(xii)	☐ Later of Retirement or Specified Date	_____	_____ years to _____ years
(xiii)	☐ Disability	_____	_____ years to _____ years
(xiv)	☐ Death	_____	_____ years to _____ years
(xv)	☐ Change in Control	_____	_____ years to _____ years

The minimum deferral period for Specified Date or Specified Age event shall be _____ years.

Vested Employer contribution is automatically distributed following the Plan Year end of vesting. Vested forfeiture is automatically distributed following the end of the second Plan Year after the related Employer contribution was allocated.

Installments may be paid (select each that applies)

☐ Monthly
☐ Quarterly
☐ Annually

(c) Specified Date and Specified Age elections may not extend beyond age _____.

(d) Separation from Service (if this is elected, do not select "Separation from Service" under b. above)

A Separation from Service override

☐ Shall apply.
☐ Shall not apply.

A Separation from Service override provides that a Participant, whose Separation from Service occurs before Retirement, shall receive the vested amount credited to his Account as a lump sum payment.

(e) Involuntary Cashouts (leave blank if not applicable)

☐ If the Participant's vested Account at the time of his Separation from Service does not exceed $_____ (insert dollar amount) distribution of the vested Account shall automatically be made in the form of a single lump sum in accordance with Section 9.5 of the Plan.

(f) Retirement

Retirement shall be defined as a Separation from Service that occurs on or after the Participant attains age 65 (insert description of requirements)

(g) Redeferrals

A Participant

☐ Shall

☒ Shall Not

be permitted to modify a scheduled distribution date in accordance with Section 9.2 of the Plan.

A Participant shall generally be permitted to elect such modification _____ number of times.

Administratively, allowable distribution events will be modified to reflect all options necessary to fulfill the redeferrals provision.

7.01 VESTING

(a) Matching Contributions

The Participant's vested interest in the amount credited to his Account attributable to Matching Contributions other than made under 5.01a.i(D) shall be based on the following schedule:

Years of Service	Vesting %
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	

☐ Not Applicable.

(b) Other Employer Contributions

At the discretion of the Employer, the Participant's vested interest in the amount credited to his Account attributable to Employer Contributions under 5.01(b)(i) shall be based on one of the following schedules:

Years of Service	Schedule 1	Schedule 2
0	0%	0%
1	50%	100%
2	100%	
3		
4		
5		
6		
7		
8		
9		

(c) Acceleration of Vesting

A Participant's vested interest in his Account will automatically be 100% upon the occurrence of the following events: (select the ones that are applicable)

(i) ☒ Death

(ii) ☒ Disability

(iii) ☒ Change in Control

(iv) ☐ Eligibility for Retirement

(v) ☒ Other:

Retirement

(d) Years of Service

(i) A Participant's Years of Service shall include all service performed for the Employer and

☒ Shall
☐ Shall Not

include service performed for the Related Employer.

(ii) Years of Service shall also include service performed for the following entities:

_____
_____
_____
_____
_____
_____

(iii) Years of Service shall be determined in accordance with: (select one)

(A) ☐ The elapsed time method in Treas. Reg. Sec. 1.410(a)(7)

(B) ☐ The general method in DOL Reg. Sec. 2530.200b-1 through b-4

(C) ☐ The Participant's Years of Service credited under qualified plan

(D) ☒ Other: one Year of Service is awarded for the calendar Year in which the Participant is active on December 31 and has continuous service for the entire calendar year. Vesting service is class year starting with 01/01/2006 for the 12/31/2005 award.

8.01 UNFORESEEABLE EMERGENCY

(a) A withdrawal due to an Unforeseeable Emergency as defined in Section 2.24:

☐ Will
☒ Will Not

be allowed.

(b) Upon a withdrawal due to an Unforeseeable Emergency, a Participant's deferral election for the remainder of the Plan Year:

☐ Will
☐ Will Not

be cancelled.

9.01 INVESTMENT DECISIONS

Investment decisions regarding the amounts credited to a Participant's Account shall be made by: (select one)

(a) ☒ The Participant (or his Beneficiary)
(b) ☐ The Employer

Investment options are set forth in Appendix A.

10.01 GRANTOR TRUST

The Employer: (select one)

(a) ☒ Does
(b) ☐ Does Not

intend to establish a grantor trust in connection with the Plan.

11.01 TERMINATION UPON CHANGE IN CONTROL

The Employer

(a) ☒ Reserves
(b) ☐ Does Not Reserve

the right to terminate the Plan and distribute all vested amounts credited to Participant Accounts upon a Change in Control as described in Section 9.7.

11.02 CHANGE IN CONTROL

A Change in Control for Plan purposes includes the following (select each definition that applies):

(a) ☒ A change in the ownership of the Employer (as described in Section 9.7(c) of the Plan)

(b) ☒ A change in the effective control of the Employer (as described in Section 9.7(d) of the Plan)

(c) ☒ A change in the ownership of a substantial portion of the assets of the Employer (as described in Section 9.7(e) of the Plan)

12.01 GOVERNING STATE LAW

The laws of Delaware (insert name of state) shall apply in the administration of the Plan.

13.01 2005 TRANSITIONAL RULES

The Plan Sponsor has made the following elections regarding the 2005 Transitional Rules set forth in Section 4.5. The Plan Sponsor must specify default payment elections in 13.01(a) whether or not the new payment elections are permitted.

(a) New Payment Elections [Section 4.5(a)]

☐ Will Be Permitted until _____ (insert date)
☐ Will Not Be Permitted

The default payment elections will be:

(b) Elections to terminate participation or cancel an outstanding election [Section 4.5(b)]

☐ Will
☐ Will Not

be permitted.

(c) Prospective Deferral Elections [Section 4.5(c)]

☐ Will
☐ Will Not

be permitted.

Only a plan in existence on or before December 31, 2004 may offer Prospective Deferral Elections.

(d) ☐ Not Applicable.

13.02 2006 TRANSITIONAL RULE

New payment elections [Section 4.6]

☐ Will Be Permitted until _____ (insert date).
☐ Will Not Be Permitted.
☐ Not Applicable.

Exhibit 10.62

Confidential Treatment

Dialysis Organization Agreement
Information Sheet

This Information Sheet sets forth certain definitions and other information as used in the attached Dialysis Organization Agreement. As used in such Dialysis Organization Agreement, the following terms shall have the meanings ascribed below:

DIALYSIS CENTER (FULL LEGAL NAME): DaVita Inc.

TERRITORY: United States

TERM START DATE: January 1, 2008

TERM END DATE: December 31, 2010

PRODUCTS: EPOGEN® (Epoetin alfa)

PRODUCT [DELETED]

PRODUCT: EPOGEN® [DELETED]

All products and packages generally made available for sale in the United States throughout the term of the Agreement.

DIALYSIS CENTER NOTICE ADDRESS AND FAX:

601 Hawaii Street
El Segundo, CA 90245
Fax: 866-891-4866

AMGEN AGREEMENT NO.: 200800239

[DELETED] = Portions of this exhibit are subject to a request for confidential treatment and have been redacted and filed separately with the Securities and Exchange Commission.

Dialysis Organization Agreement

This Dialysis Organization Agreement (this "Agreement") is made by and between Amgen USA Inc. ("Amgen"), a wholly-owned subsidiary of Amgen Inc., and Dialysis Center to set forth the terms and conditions upon which Dialysis Center shall purchase Products and Amgen shall pay rebates. Amgen Inc. is a party to this Agreement for the purposes set forth in Sections 3.2, 3.7, 4.6, 4.7, 6.1, 6.2, 7.1 and 7.2.1 of this Agreement.

Amgen and Dialysis Center hereby agree as follows:

1. DEFINITIONS

When used with initial capitals herein, the following terms shall have the meanings ascribed to them below:

1.1. "Affiliate" of a given entity shall mean an entity that controls, is controlled by, or under common control with such given entity. Control shall mean ownership of more than fifty percent (50%) of the voting stock of an entity or, for non-stock entities, the right to more than fifty percent (50%) of the profits of such entity.

1.2. "Authorized Wholesalers" shall mean those wholesalers listed on Schedule 1.2, as such list may be modified pursuant to Section 2.3.

1.3. "Data" shall have the meaning set forth in Schedule 4.1 of the Agreement.

1.4. "Designated Affiliates" shall mean any Affiliate of Dialysis Center listed on Schedule 1.4, as such list may be modified pursuant to Section 2.2.

1.5. "Dialysis Center" shall mean the company specified on the Information Sheet.

1.6. "Eligible Managed Center" means a Managed Center which has provided Dialysis Center the authority to share the Data.

1.7. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as may be amended.

1.8. "Individually Identifiable Health Information" shall have the meaning specified in HIPAA.

1.9. "Information Sheet" shall mean the information sheet attached hereto.

1.10. [DELETED] shall mean, with respect to a particular Product, the [DELETED] set forth in the Information Sheet.

1.11. "Managed Centers" shall mean an entity that is not an Affiliate but an entity to which Dialysis Center or an Affiliate provides management and administrative services including the purchase and billing of Products, and that is listed on Schedule 1.11, as such list may be modified pursuant to Section 2.2.

1.12. "Products" shall mean the Amgen product specified on the Information Sheet.

1.13. "Qualified Gross Purchases" shall mean Products purchased by Dialysis Center, Designated Affiliates or Managed Centers during the term of this Agreement from an Authorized Wholesaler (or from Amgen pursuant to Section 2.3) and confirmed by Amgen through sales tracking data. Qualified Gross Purchases shall be calculated using the [DELETED].

1.14. [DELETED].

1.15. [DELETED] shall mean the [DELETED]. [DELETED] is subject to change by [DELETED] in accordance with the provisions of Section 2.1 of this Agreement.

2. PURCHASE AND SALE OF PRODUCTS

2.1. Discounts. Effective on the Term Start Date of this Agreement, Dialysis Center, its Designated Affiliates and Managed Centers shall have the right to purchase Products through Authorized Wholesalers or directly from Amgen pursuant to Section 2.3 at the [DELETED]. Amgen reserves the right to change [DELETED] at any time, by any amount, without notice; provided, however, that Amgen shall not increase the [DELETED] charged to Dialysis Center, its Designated Affiliates and Managed Centers by more than [DELETED] in each [DELETED] period during the [DELETED] of the term of this Agreement, except in the event of an unanticipated material change in applicable government reimbursement and/or coverage laws, regulations or policies for the Products. Prices set forth in this Agreement are without regard to any wholesaler markup, service fees, or other charges, which may be charged separately by Authorized Wholesalers.

2.2. Affiliates. Only purchases of Products made by Dialysis Center, its Designated Affiliates and Managed Centers shall be eligible for the pricing, discounts and/or rebates granted pursuant to this Agreement. Dialysis Center shall have the right to remove its Affiliates from the list of Designated Affiliates and to remove Managed Centers from the list of Managed Centers by thirty (30) days prior written notice to Amgen. Dialysis Center shall have the right to add its Affiliates and Managed Centers to the list of Designated Affiliates or Managed Centers as appropriate with prior written notice to Amgen and upon Amgen's approval, which shall not be unreasonably conditioned, withheld or delayed, it being understood that Dialysis Center shall use its commercially reasonable best efforts to provide Amgen and the applicable Authorized Wholesaler with at least thirty (30) days prior written notice in situations involving de nova clinics and at least fifteen (15) days prior written notice in the case of clinics that are acquired by Dialysis Center or that enter into management or administrative service agreements with Dialysis Center. In the event Dialysis Center provides fifteen (15) or fewer days prior written notice, Dialysis Center agrees to coordinate with Dialysis Center's Authorized Wholesaler to ensure purchases made by such Affiliates and/or Managed Centers are credited to Dialysis Center upon the date Amgen adds such Affiliates and/or Managed Centers to this Agreement. Amgen shall restrict the dissemination of information pertaining to new Affiliates and Managed Centers to its employees, agents and contractors that have a need to know such information. So long as Dialysis Center has used its commercially reasonable best efforts to provide such advance notice to Amgen, such new Affiliates and Managed Centers shall be added to the lists of Designated Affiliates or Managed Centers, as appropriate, as of the date of acquisition by Dialysis Center or the commencement of the management relationship between Dialysis Center and Managed Center or such later date specified by Dialysis Center. All purchases of Products made on and after the date such Designated Affiliates and Managed Centers are added to this Agreement shall constitute "Qualified Gross Purchases" under this Agreement and shall be included for purposes of calculating each and every

rebate provided hereunder and in Exhibit 3.1 (which is incorporated by reference hereto and made a part of this Agreement), including the [DELETED]. Amgen shall pay all such rebates to Dialysis Center unless Amgen can demonstrate to Dialysis Center that it is obligated to pay such rebates to any person or entity other than Dialysis Center, which rebates results from (and is equivalent in amount to those rebates payable to Dialysis Center hereunder with respect to) those purchases of Product attributed to Dialysis Center. In the event of a change to information regarding a Designated Affiliate or Managed Center (such as address), Dialysis Center shall promptly notify Amgen and Amgen shall update the relevant list. Amgen shall reserve the right in its reasonable discretion to remove Designated Affiliates or Managed Centers from the list of Designated Affiliates and Managed Centers in accordance with the following: termination of any Designated Affiliate or Managed Center by Amgen shall be effective (a) immediately in instances in which Amgen determines, in its sole discretion, that such immediate termination is required by law or order of any court or regulatory agency or as a result of negligence or willful misconduct in the use or administration of Products by such Designated Affiliate or Managed Center, or (b) upon thirty (30) days prior written notice to Dialysis Center in all other instances; provided, however, that Dialysis Center shall have the right to object to the removal of a Designated Affiliate or Managed Center other than if required by law or order of any court or regulatory agency, but must notify Amgen within five (5) business days of such objection, explaining the basis for such objection; and provided further, that such termination shall be effective before the expiration of such thirty (30) days where Dialysis Center requests or consents to such earlier termination. Dialysis Center shall ensure compliance with the terms and conditions of this Agreement applying to Dialysis Center by its Designated Affiliates and Managed Centers. Dialysis Center shall be liable for the acts and omissions of its Designated Affiliates and Managed Centers, and Amgen shall have the right (but not the obligation) to proceed directly against Dialysis Center in the event of a breach of this Agreement by any such Designated Affiliate or Managed Center, without first proceeding against such Designated Affiliate or Managed Center.

2.3. Authorized Wholesalers. Only Products purchased from Authorized Wholesalers or directly from Amgen pursuant to this Section 2.3 shall be eligible for the pricing, discounts and/or rebates granted pursuant to this Agreement. Dialysis Center shall have the right to remove wholesalers from the list of Authorized Wholesalers by thirty (30) days prior written notice to Amgen, and shall have the right to add wholesalers to the list of Authorized Wholesalers by thirty (30) days notice to Amgen upon Amgen's approval, which approval shall not be unreasonably withheld or delayed. Amgen shall have the right, in its reasonable discretion, to add wholesalers to the list of Authorized Wholesalers by thirty (30) days prior written notice to Dialysis Center. Additionally, Amgen shall have the right, in its reasonable discretion to remove wholesalers from the list of Authorized Wholesalers by thirty (30) days prior written notice to Dialysis Center, so long as (a) Amgen rejects or terminates such wholesaler with respect to providing Products to any and all purchasers of Products, or (b) such wholesaler independently requests Amgen to remove it as an Authorized Wholesaler for Dialysis Center. In the event Amgen terminates any Authorized Wholesaler from which Dialysis Center is purchasing Products, Amgen shall work with Dialysis Center to transition Dialysis Center's purchasing to an Authorized Wholesaler and shall use reasonable efforts to establish a direct purchasing relationship in any interim period between the removal of the removed Authorized Wholesaler and the initiation of purchases from a new Authorized Wholesaler, if no alternative Authorized Wholesaler exists at such time, which) in no event shall exceed sixty

(60) days. Any such relationship shall be subject to credit qualification and the approval by Amgen of an application for direct ship account. If Dialysis Center purchases directly from Amgen as contemplated immediately above, all purchases made from Amgen shall be deemed "Qualified Gross Purchases" and all such purchases shall be eligible for all of the discounts, and/or rebates provided for in this Agreement and Exhibit 3.1.

2.4. Own Use. Dialysis Center hereby certifies that Products purchased hereunder shall be for Dialysis Center's, its Designated Affiliates" and its Managed Centers' "own use" for the treatment of dialysis patients. Only Products purchased for Dialysis Center's, its Designated Affiliates' or its Managed Centers' "own use" for the treatment of dialysis patients shall be eligible for the pricing, discounts and/or rebates available pursuant to this Agreement. Dialysis Center, its Designated Affiliates and its Managed Centers covenant that they shall not seek any such pricing, discounts and/or rebates for any Products not for its or their "own use" for the treatment of dialysis patients, and shall promptly notify Amgen in the event Amgen does provide Dialysis Center, its Designated Affiliates or its Managed Centers any such pricing, discount and/or rebates.

2.5. Product License Agreement. Amgen has publicly disclosed that it is a party to a product license agreement with Ortho Pharmaceutical Corporation. Amgen hereby represents to Dialysis Center that, under such product license agreement: (a) Amgen has the exclusive right to promote and sell Epoetin alfa, in the United States, under the trade name EPOGEN® for use with dialysis patients, (b) Amgen has licensed Ortho, as Amgen's distributor, the exclusive right to promote and sell Epoetin alfa in the United States under the trade name PROCRIT® for non-dialysis uses only and (c) Ortho is not authorized to promote or sell PROCRIT® in the United States for dialysis use. Consistent with the terms of such product license agreement and so long as such agreement remains in effect, Dialysis Center, its Designated Affiliates and its Managed Centers shall not use PROCRIT® for use with dialysis patients.

2.6. Vial Sizes. Dialysis Center agrees that it and its Designated Affiliates and Managed Centers shall maintain consistency in its relative mix of Product types in their purchases. Dialysis Center shall give Amgen at least six months' prior written notice should the percentage of its purchases made up by any particular SKU deviate by more than [DELETED] from the previous [DELETED] unless Amgen's prior written consent shall have been obtained. [DELETED] Dialysis Center shall promptly notify and consult with Amgen should it consider a material change to its Product type mix. Nevertheless, Amgen shall use its commercially reasonable efforts to accommodate requests by Dialysis Center for Products in SKUs different from its typical mix if such Products are available for distribution and sale in the United States of America and are not committed to others.

3. REBATES

3.1. Earning and Vesting of Rebates. Dialysis Center shall qualify for rebates based upon its and its Designated Affiliates and Managed Centers verified Qualified Gross Purchases in accordance with the terms and conditions of this Agreement and the formulae set forth in Exhibit 3.1. For the purposes of calculating any of the rebates hereunder, Qualified Gross Purchases shall be deemed made on the date of invoice to Dialysis Center (or its Designated Affiliate or Managed Center) from the Authorized Wholesaler or Amgen pursuant to Section 2.3.

3.2. Payment of Rebates. Rebates shall be paid [DELETED] in arrears, within the time frame specified for each such rebate in Exhibit 3.1, by electronic funds transfer ("EFT") using EFT information provided to Amgen by Dialysis Center as necessary to enable EFT payment. Amgen Inc. hereby guarantees Amgen's obligation to pay all rebates earned by Dialysis Center hereunder. All payments are subject to audit and final determination as provided in Section 3.3 hereto.

3.3. Verification and Audit. Rebates specified herein are subject to verification and audit of the relevant purchase and other data (including the Data supplied pursuant to Article 4), as reasonably necessary to calculate amounts payable hereunder. Dialysis Center, its Designated Affiliates and Managed Centers shall maintain their books and records in accordance with U.S. generally accepted accounting principles, consistently applied. To the extent [DELETED] the calculation of any rebate described in this Agreement in order to audit and assure compliance with the terms of this Agreement, [DELETED] shall provide written notice of same [DELETED]. Any such audit shall be conducted during normal business hours, and so as not to unreasonably interfere with the business [DELETED]. In the event any such audit [DELETED] shows that Dialysis Center, its Designated Affiliates or Managed Centers have submitted incorrect information resulting in Dialysis Center receiving in excess of [DELETED] of the amount to which it was entitled in any [DELETED], Dialysis Center shall reimburse Amgen the reasonable costs of such audit; [DELETED] Following any audit that shows any over or underpayment hereunder, the relevant party shall, within sixty (60) days, make payment to the other party for the difference between the amount paid hereunder and the amount actually payable hereunder based upon the results of such audit.

3.4. Adjustments for Changes. In accordance with Section 2.2 above, in the event of the addition or deletion of any Designated Affiliates or Managed Center during any [DELETED] of the term of this Agreement, Amgen shall adjust Qualified Gross Purchases to account for such change by adding or deleting such Designated Affiliates' or Managed Centers' purchases to or from the relevant [DELETED] or comparison [DELETED] (or portion thereof).

3.5. Treatment of Discounts and Rebates.

3.5.1. Dialysis Center agrees that it, its Designated Affiliates and Managed Centers shall properly disclose and account for all discounts and/or rebates earned hereunder, in whatever form, in compliance with all applicable federal, state, and local laws and regulations, including §1128B(b) of the Social Security Act, as amended and its implementing regulations. Dialysis Center also agrees that, if required by such statutes or regulations, it (together with its Designated Affiliates) shall and it shall cause its Managed Centers to (i) claim the benefit of such discount and/or rebate received in the fiscal year in which such discount and/or rebate was earned or the year after, (ii) fully and accurately report the value of such discount and/or rebate in any cost reports filed under Title XVIII or Title XIX of the Social Security Act, as amended or a state health care program, and (iii) provide, upon request by the U.S. Department of Health and Human Services or a state agency or any other federally funded state health care program, the information furnished to Dialysis Center, its Designated Affiliates or Managed Centers by Amgen concerning the amount or value of such discount and/or rebate.

3.5.2. In order to assist Dialysis Center's compliance with its obligations as set forth in Section 3.5.1 immediately above, Amgen agrees that it will fully and accurately report all discounts and/or rebates on the invoices or statements submitted to Dialysis Center and use reasonable efforts to inform Dialysis Center of its obligations to report such discounts and/or rebates; or where the value of a discount and/or rebate is not known at the time of sale, Amgen shall fully and accurately report the existence of the discount and/or rebate program on the invoices or statements submitted to Dialysis Center, use reasonable efforts to inform Dialysis Center of its obligations to report such discounts and/or rebates and when the value of the discounts and/or rebates becomes known, provide Dialysis Center with documentation of the calculation of the discount and/or rebate identifying the specific goods or services purchased to which the discount and/or rebate will be applied, in accordance with Section 3.6 below.

3.6. Reports. Amgen shall provide to Dialysis Center a [DELETED] statement of the discounts and/or rebates earned hereunder with the itemization of Product purchases made in a particular [DELETED], broken down by Designated Affiliates and Managed Centers; and any other information that Dialysis Center may reasonably request that is reasonably available to Amgen and necessary for Dialysis Center to obtain in order to comply with its obligations hereunder. Dialysis Center agrees that it will provide such information to its Designated Affiliates and Managed Centers in a timely manner in order to allow such Designated Affiliates and Managed Centers to meet their reporting and other obligations hereunder and under applicable law and regulation.

3.7. Best Price Limitation. Dialysis Center and Amgen do not intend for any discount or rebate under this Agreement or aggregated price concessions to Dialysis Center to result in the establishment of "Best Price" for any dosage, form or strength of Products under the Medicaid Best Price Program (42 U.S.C. §1396r-8) including all implementing regulations ("the Medicaid Best Price Program"). In the event transactions involving [DELETED]. Other than as provided for under Section 8.4, if Dialysis Center establishes "Best Price" for any dosage, form or strength of Products under the Medicaid Best Price Program, then Amgen may only [DELETED] as described in Exhibit 3.1 attached hereto and made a part hereof). Any [DELETED] shall be collected from Dialysis Center through the [DELETED] that Dialysis Center is entitled to [DELETED], as determined by Amgen. If the contract is terminated or expires prior to the full amount of [DELETED] owed to Amgen being collected, Dialysis Center shall pay any remaining amounts to Amgen within thirty (30) days of contract termination or expiration.

4. PATIENT AND PRODUCT DATA

4.1. Data Submission. Subject to the requirements set forth elsewhere in this Agreement, including Exhibit 3.1, Dialysis Center shall provide certain patient and product data, as specified on Schedule 4.1 (the "Data") to Amgen (or to a data collection vendor specified and paid for by Amgen) on a calendar [DELETED] basis by the last day of the following calendar [DELETED] (or the next business day if such last day is not a business day). To the extent Amgen requests that Dialysis Center deliver the Data to a designated data collection vendor instead of Amgen directly, Dialysis Center's delivery of the Data to such data collection vendor shall be considered delivery to Amgen for purposes of this Agreement. Data shall be submitted by Dialysis Center in the format set forth on Schedule 4.1. To the extent Amgen requests that Dialysis Center deliver the Data to a designated data collection vendor, Amgen agrees to cause any such designated data collection vendor to adhere to and be bound by all of the requirements relating

to the confidentiality, use and disclosure of the Data hereunder as applicable to Amgen, and any failure by any such designated data collection vendor to act in accordance with such requirements shall be the sole responsibility of Amgen, and Amgen shall be directly liable to Dialysis Center as if Amgen had directly breached any of its obligations or the requirements related to the confidentiality, use or disclosure of the Data as set forth herein.

4.2. HIPAA Compliance. The parties acknowledge and agree that Dialysis Center has no intent to provide to Amgen (or any designated data collection vendor), and Amgen has no intent to receive from Dialysis Center, any Data in violation of the HIPAA Privacy Rule. Further, it is the intent of such parties that each delivery the Data hereunder to Amgen (or such designee) meet the requirements for "statistical de-identification" as set forth in 45 C.F.R. Section 164.514(b)(1). Accordingly, and notwithstanding anything in this Agreement to the contrary, Amgen acknowledges and agrees that Dialysis Center shall not be obligated to submit any Data pursuant to this Agreement unless and until a Certification has been delivered to Dialysis Center for the submission of such Data and the Certification Requirements (as defined in Section 4.3) therein have been satisfied. For purposes of the foregoing, "Certification" shall mean a written certification delivered to Dialysis Center by a statistician who is reasonably acceptable to Dialysis Center and Amgen who meets the requirements set forth in 45 C.F.R. Section 164.514(b)(1) (a "Statistician"), which Certification must conclude that, subject to any conditions, requirements or assumptions set forth therein, each delivery of the Data pursuant to this Agreement will meet the standards for "de-identification" under HIPAA.

4.3. Certification Requirements. Promptly following the date of execution of this Agreement by the parties, Dialysis Center will engage (at Amgen's sole cost and expense) a Statistician to render a Certification to Dialysis Center. In connection with the delivery of the Certification the parties agree to use their reasonable best efforts to facilitate the delivery of such Certification in an expedited manner. In support of the foregoing and in acknowledgement that the delivery of the Data hereunder is contemplated to be an ongoing obligation of Dialysis Center, the parties agree to amend or supplement this Agreement from time to time to reflect those additional representations, warranties or covenants of the parties as are necessary to support any conditions, requirements or assumptions contained in such Certification (the "Certification Requirements"). During the term of this Agreement and upon request from Dialysis Center (which request shall not be more frequently than twice per calendar year, if at all), Amgen agrees to certify to Dialysis Center in writing that the Certification Requirements have been fulfilled and that any representations or covenants of Amgen contained in this Agreement (or in any amendment or supplement hereto) in support of such Certification Requirements are true and correct or have been satisfied, as the case may be. Notwithstanding anything in this Agreement to the contrary, Amgen shall be under no obligation to pay any rebates pursuant to this Agreement, unless and until the initial Certification is issued.

4.4. Invalid Certification. In the event that the Statistician determines that a Certification is no longer valid, the parties agree to use their reasonable best efforts to work together in good faith and take such actions as may be necessary to cause a valid Certification to be issued to Dialysis Center such that the delivery of the Data hereunder to Amgen may be resumed as quickly as possible, with the intent of preserving as many of the Data elements set forth in Schedules 4.1 as possible. In the event that a change in applicable laws, rules or regulations is the cause for the Certification becoming invalid, each party shall have the right,

after attempting to negotiate changes to the Agreement as contemplated above, to terminate this Agreement upon thirty (30) days written notice with no requirement that Dialysis Center deliver the Data and no right of Dialysis Center to receive the rebates set forth in Exhibit 3.1. In the event Dialysis Center is the cause of such Certification becoming invalid, Amgen shall have the right, after working together in good faith to take such actions as may be necessary to cause a valid Certification to be issued as contemplated above, to terminate this Agreement upon thirty (30) days prior written notice to Dialysis Center. In connection with any such termination, Amgen shall pay to Dialysis Center, in accordance with Exhibit 3.1, the appropriate proportion of any rebates earned up to the dates covered in the last data submission by Dialysis Center and thereafter Dialysis Center shall have no obligation to deliver any Data. If Amgen is the cause of such Certification becoming invalid, Dialysis Center shall promptly notify Amgen of that fact and the parties shall work together in good faith to take such actions as may be necessary to cause a valid Certification to be issued as contemplated above. If a replacement Certification is not obtained within seventy five (75) days of the date that Dialysis Center sent the notice stating that the Certification was invalidated, either party may terminate this Agreement effective as of the ninetieth (90th) day after Dialysis Center transmitted the notice that the Certification was invalidated. From the date Dialysis Center sends the notice to Amgen that the Certification was invalidated until the time that a new Certification is issued or the time that this Agreement is terminated, which period shall not exceed ninety (90) days from the date that Dialysis Center sent the notice of invalidation, Dialysis Center may suspend the delivery of the Data without losing the ability to earn rebates through the date this Agreement is terminated. To the extent the Data necessary for Amgen to calculate any outcomes based rebate described in Exhibit 3.1 is not delivered as a result of a Certification becoming invalid, Dialysis Center shall calculate such outcomes based rebates and shall provide the results of such calculations to Amgen until the delivery of the Data hereunder to Amgen can be resumed. In connection with the foregoing, Amgen shall be permitted to audit any such calculations of outcomes made by Dialysis Center, either directly or through a third party selected by Amgen, subject to the execution and delivery of appropriate agreements regarding confidentiality and compliance with laws, including HIPAA.

4.5. Amgen Activities; Permitted Data Elements. Amgen represents, warrants, covenants and agrees that (i) absent the express written consent from Dialysis Center and other than linking with fields of information that contain only Permitted Data Elements (as defined below), Amgen will not link the Data with any other data elements; (ii) Amgen will delete, purge or eliminate from any database that will hold the Data, all data elements identified in the safe harbor at 45 C.F.R. Section 164.514(b)(2)(i), other than any data element that constitutes a Permitted Data Element, and (iii) Amgen will not create any reports that contain Patient Level Data (as defined below) or permit access to the Data by any person who otherwise has access to Patient Level Data for patients of Dialysis Center. For purposes of the foregoing and this Agreement, the following definitions shall apply: (A) "Patient Level Data" shall mean any data elements attributable to a particular patient; and (B) "Permitted Data Element" shall mean the data elements comprising the Data, together with any other data element that identifies dates of service (including admission dates and discharge dates), gender, age or ICD-9 diagnosis and procedure codes for any individual patient. Furthermore, Amgen represents, warrants, covenants and agrees that throughout the term of this Agreement it will maintain and enforce such policies, standards or procedures, including those regarding various physical, technical and procedural safeguards, as necessary for Amgen to comply with the restrictions on use and disclosure of the Data by Amgen that are set forth herein. To the extent that

Amgen desires to link with any data element not included in the list of Permitted Data Elements, Amgen shall so inform Dialysis Center in writing and identify the additional data elements desired to be included as a Permitted Data Element hereunder. Upon receipt of such notice, Dialysis Center will promptly engage, at Amgen's expense, a Statistician to render a written Certification to Dialysis Center with respect to the Data, taking into account the desired linking of the additional data to be included as a Permitted Data Element hereunder. In connection with the foregoing, such Statistician shall provide a timeline to both Dialysis Center and Amgen setting forth the required time and any additional information necessary for such Statistician to conduct an appropriate review of such new desired Permitted Data Elements, and inform the parties whether a Certification can be rendered within thirty (30) days. To the extent that such Statistician determines that such Certification cannot be rendered within such thirty (30) day time period, Dialysis Center and Amgen shall work together in good faith to identify a mutually acceptable alternate solution.

4.6. Data Use. Amgen and Amgen Inc. covenant and agree that Amgen shall only be permitted to use the Data as follows: verification of the rebates referenced in this Agreement; Amgen sponsored research and analysis concerning patient use of the Products; development of marketing materials for the Products; running internal trending and forecasting analyses; development of educational materials for patients and health care professionals; preparing and running outcomes plus reports; and sales force targeting and compensation with respect to the Products. In addition, Amgen may use the Data, with the prior written consent of Dialysis Center (which shall not be unreasonably withheld), in support of any reimbursement or policy issues related to the treatment of patients with renal disease or the dialysis business generally. Except as set forth above, Amgen and Amgen Inc. covenant that Amgen shall not otherwise use, disclose, sell or resell the Data, or the results of any analyses or any derivative works based in whole or part on any Data, without the prior written consent of Dialysis Center. Notwithstanding anything in this Agreement to the contrary, Amgen agrees to not use any Data (or the results of any analyses or any derivative works based in whole or part on any Data) in a manner that shows the Data separately or specifies that it came from Dialysis Center, or any of its Designated Affiliates or Managed Centers; provided however, that so long as the Data does not (a) constitute more than seventy percent (70%) of the overall data displayed for purposes of education or assistance of any competitor of Dialysis Center; and (b) reasonably result in a competitive disadvantage to Dialysis Center, as determined by Dialysis Center in its reasonable discretion, then Amgen shall be permitted to use the Data (or the results of any analyses or any derivative works based in whole or part on any Data) for such purpose.

4.7. Patient ID. The "Patient ID" as described in the Data to be delivered hereunder shall be a consistent and unique alpha-numeric code (which shall not be derived from Individually Identifiable Health Information) and a "case identifier" to track the care rendered to each individual patient over time, and Amgen and Amgen Inc. covenant that Amgen shall not request and Dialysis Center shall not provide the key or list matching patient identities to these "Patient IDs" or unique case identifiers.

4.8. Clinical Research Studies. Dialysis Center and Amgen acknowledge that Dialysis Center, either directly or through DaVita Clinical Research, Inc., an Affiliate of Dialysis Center, may from time to time be engaged in research studies in which patients of Dialysis Center or its Affiliates, including its Designated Affiliates and/or Managed Centers, may serve as clinical trial

subjects (a "Research Study"). Accordingly, and notwithstanding any obligation of Dialysis Center in this Agreement to the contrary, including any requirement in Section 3.1 or Exhibit 3.1, Dialysis Center [DELETED] for only those patients of Dialysis Center or its Affiliates, including its Designated Affiliates and/or Managed Center utilizing the Products, that is [DELETED], but shall continue without limitation to be eligible for, and if earned receive, all rebates granted pursuant to this Agreement, so long as (i) Dialysis Center notifies Amgen of the [DELETED] by Dialysis Center to Amgen as otherwise required by this Agreement as a result of such [DELETED], and (ii) the [DELETED] whose [DELETED] Dialysis Center does not exceed the [DELETED]. For purposes of the foregoing, "[DELETED]" means [DELETED] of the aggregate number of persons receiving treatment from Dialysis Center or any of its Affiliates (including its Designated Affiliates and/or Managed Centers) in any calendar [DELETED].

5. COMPENSATION DATA

Dialysis Center agrees that it shall provide the data set forth on Schedule 5 attached hereto (the "Compensation Data") to Amgen in the electronic format set forth on Schedule 5 on a calendar [DELETED] basis no later than the [DELETED] of the following calendar [DELETED] following the [DELETED] for which such Compensation Data is being provided. Amgen acknowledges, agrees and covenants that it shall only use the Compensation Data for sales force targeting and compensation. Dialysis Center and Amgen acknowledge and agree that the Compensation Data does not include and shall never include any Individually Identifiable Health Information of any patient of Dialysis Center or any of its Designated Affiliates and/or Managed Centers. Notwithstanding the foregoing, Amgen acknowledges and agrees that Dialysis Center [DELETED].

6. WARRANTIES, REPRESENTATIONS AND COVENANTS

6.1. Power and Authority. Each party represents and warrants to the other that this Agreement: (a) has been duly authorized, executed, and delivered by it, (b) constitutes a valid, legal, and binding agreement enforceable against it in accordance with the terms contained herein, and (c) does not conflict with or violate any of its other contractual obligations, expressed or implied, to which it is a party or by which it may be bound. The party executing this Agreement on behalf of Dialysis Center specifically warrants and represents to Amgen that it is authorized to execute this Agreement on behalf of and has the power to bind Dialysis Center, the Designated Affiliates and the Managed Centers to the terms set forth in this Agreement. The parties executing this Agreement on behalf of Amgen and Amgen Inc. specifically warrant and represent to Dialysis Center that they are authorized to execute this Agreement on behalf of and have the power to bind Amgen and Amgen Inc. to the terms set forth in this Agreement.

6.2. Compliance with Law and Regulation. Amgen and Amgen Inc. shall, and Dialysis Center, its Designated Affiliates and Managed Centers shall, comply with all applicable laws and regulations. Both parties represent and warrant the following (which representations and warranties shall be ongoing representations and warranties during the term of this Agreement), and each party shall promptly notify the other party of any known change in status in respect to the following: (i) that it is not currently named on any of the following lists (A) HHS/OIG List of Excluded Individuals/Entities, (B) GSA List of Parties Excluded from Federal Programs, or (C) OFAC "SDN and Blocked Individuals"; and (ii) that if during the term there is a

change in either party's status which excludes it from participation in any Federal health care program, the other party may terminate this Agreement immediately upon prior written notice to the other party.

6.3. Products. Amgen covenants and agrees that none of the Products are or will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law, or are or will be a product which may not be introduced in to interstate commerce. Amgen warrants that the Products purchased pursuant to this Agreement (a) are manufactured, and up to the time of their receipt by Authorized Wholesalers are handled, stored and transported in accordance with all applicable federal, state and local laws and implementing regulations, and meet all specifications for effectiveness and reliability as required by the United States Food and Drug Administration, and (b) when used in accordance with the directions in the labeling are fit for the purposes and indications described in the labeling. Amgen warrants that the use of the Products by Dialysis Center shall not infringe upon any ownership rights of any other person or upon any patent, copyright, trademark or other intellectual property or proprietary right or trade secret of any third party. Amgen agrees that it will promptly notify Dialysis Center once it determines that there has been any material defect in any of the Products delivered to Dialysis Center.

7. INDEMNITY AND INSURANCE

7.1. [DELETED]

7.2. [DELETED]

8. TERM AND TERMINATION

8.1. Term. This Agreement shall come into effect as of the Term Start Date and shall expire as of the Term End Date, unless sooner terminated in accordance with this Article 8.

8.2. Termination for Breach. In addition to any other legal or equitable remedies which may be available to either party upon breach by the other party, such party may terminate this Agreement for a material breach upon thirty (30) days advance written notice specifying the breach, provided that such breach remains uncured at the end of the thirty (30) day period, [DELETED]. In addition, in the event that Dialysis Center materially breaches any provision of this Agreement, and such breach remains uncured for thirty (30) days following written notice by Amgen specifying the breach, [DELETED] Amgen shall have no obligation to continue to offer the terms described herein or pay any further discounts and/or rebates to Dialysis Center, except those discounts and/or rebates earned by Dialysis Center up to the time of a breach which results in termination.

8.3. Termination for Convenience. Either party shall have the right to terminate this Agreement in its entirety, including any discount, rebate or incentive program, or with respect to a particular Product by [DELETED] prior written notice to the other party.

8.4. Compliance with or Change in Law or Regulation. Notwithstanding anything contained herein to the contrary, in order to assure compliance with any existing federal, state or local statute, regulation or ordinance, or at any time following the enactment of any federal, state, or local law, regulation, policy, program memorandum or other interpretation, modification or utilization

guideline by any payer that in any material manner reforms, modifies, alters, restricts, or otherwise materially affects the pricing of or reimbursement available for any of the Products, including but not limited to the enactment of any reimbursement rule, guideline, final program memorandum, coverage decision, pricing decision, instruction or the like by the Centers for Medicare and Medicaid Services ("CMS") or one of its contractors (carriers or fiscal intermediaries), or any change in reimbursement systems that in any material manner reforms, modifies, alters, restricts or otherwise materially affects the reimbursement available to Dialysis Center for the Product, upon [DELETED] prior written notice, (i) either party may terminate this Agreement, (ii) Amgen may, in its sole discretion, modify any pricing, rebate or discount terms contained herein, or (iii) Amgen may, in its sole discretion, exclude any Designated Affiliates or Managed Centers from participating in this Agreement. Without limiting the foregoing, any material change, modification or further clarification to the Medicare Prescription Drug Improvement and Modernization Act of 2003 ("MMA") relating to the reimbursement of one or more of the Products or any rules or regulations promulgated thereunder, or the Erythropoeitin Claims Monitoring Policy for ESRD Patients that occurs subsequent to the Term Start Date would specifically trigger the right to the termination or modification referenced herein. Additionally, to assure compliance with any existing federal, state or local statute, regulation or ordinance, Amgen reserves the right, in its sole discretion, to exclude any Designated Affiliates or Managed Centers from the pricing, rebate and discount provisions of this Agreement and/or to reasonably modify any pricing, rebate or discount terms contained herein. In the event either party has provided the other party a [DELETED] notice as described in this Section 8.4, the parties agree to meet and, in good faith, negotiate a new agreement or amendment to this Agreement. Any such negotiations shall in no way toll or otherwise impact either party's rights under this section.

8.5. Effect of Termination. Upon any termination or expiration of this Agreement, any earned and vested rebates shall be paid in accordance with the terms set forth in Article 3. Upon termination of this Agreement for any reason other than actual or threatened breach by Dialysis Center, any earned but unvested rebates shall vest as of the effective date of such termination. In the event of any termination during a Quarter, Amgen shall pro-rate any data used in calculating payments hereunder, and such payments, as appropriate.

8.6. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 3.2–3.5 (with respect to periods prior to such expiration or termination) and 8.5 and Articles 4 (with respect to periods prior to such expiration or termination), 7 and 9.

9. MISCELLANEOUS

9.1. Amendment. Except as expressly set forth herein, no amendment of this Agreement shall be effective unless expressed in a writing signed by a duly authorized representative of each party.

9.2. Assignment. Neither party may assign this Agreement to a third party without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed.

9.3. Conflicting Provisions. To the extent that any provisions of Amgen's general or customary policies and procedures or any terms of any purchase order conflict with or are in addition to the terms of this Agreement or any Exhibit or Schedule attached hereto, the terms of this Agreement and its Exhibits and Schedules shall govern.

9.4. Construction. This Agreement shall be deemed to have been jointly drafted by the parties, and no rule of strict construction shall apply against either party. As used herein, the word "including" shall mean "including, without limitation."

9.5. Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in one or more counterparts, each of which shall be considered an original. The parties hereto agree that facsimile or PDF transmission of original signatures shall constitute and be accepted as original signatures.

9.6. Currency. All amounts herein are set forth in United States Dollars.

9.7. Force Majeure. Neither party will be liable for delays in performance or nonperformance of this Agreement or any covenant contained herein if such delay or nonperformance is a result of Acts of God, civil or military authority, civil disobedience, epidemics, war, failure of carriers to furnish transportation, strike, lockout or other labor disturbances, inability to obtain material or equipment, or any other cause of like or different nature beyond the control of such party. In the event that there is a disruption or shortage in supply of the Products, Amgen will use reasonable efforts to notify Authorized Wholesalers as far in advance of such disruption as is commercially reasonable and in accordance with all regulatory guidelines.

9.8. Further Assurances. Each party shall perform all further acts reasonably requested by the other to effectuate the purposes of this Agreement, including but not limited to obtaining the certifications under Article 4 [DELETED].

9.9. Governing Law. This Agreement shall be governed by the laws of the State of California (without regard to its conflict of law rules) and, except as otherwise set forth in this Agreement, the parties submit to the jurisdiction of the California courts, both state and federal.

9.10. Merger. This Agreement, together with the Information Sheet, the Good Pharmaceutical Practice Support Services Agreement, when executed (as defined in Section 9.16) the Schedules, the Exhibits and any other written agreement entered into by the parties with respect to the subject matter hereof, constitutes the entire agreement, written or oral, of the parties as of the Term Start Date concerning the subject matter hereof.

9.11. No Partnership. The relationship between Amgen and Dialysis Center, its Affiliates and Managed Centers is that of independent contractors, and not a partnership or an agency, franchise or other relationship. Neither party shall have the authority to bind the other.

9.12. Notices. Any notice or other communication required or permitted hereunder (excluding purchase orders) shall be in writing and shall be deemed given or made five (5) days after deposit in the United States mail with proper postage for first-class registered or certified mail prepaid, return receipt requested, or when delivered personally or by facsimile (as shown by concurrent written transmission confirmation and confirmed by overnight mail), or one (1) day following traceable delivery to a nationally

recognized overnight delivery service with instructions for overnight delivery, in each case addressed to the address set forth below, or at such designated address that either party shall have furnished to the other in accordance with this Section 9.12:

If to Amgen:	Amgen USA Inc. One Amgen Center Drive, M/S 27-4-A Thousand Oaks, CA 91320-1789 Attn: Specialist, Contracts & Pricing – Nephrology Business Unit Fax: (805) 830-0306
with a copy to:	Amgen USA Inc. One Amgen Center Drive, M/S 38-5-A Thousand Oaks, CA 91320-1789 Attn: General Counsel Fax: (805) 499-4531
If to Amgen Inc.:	Amgen Inc. One Amgen Center Drive, M/S 38-5-A Thousand Oaks, CA 91320-1789 Attn: Fax No.:
If to Dialysis Center:	DaVita Inc. 15253 Bake Parkway Irvine, California 92618 Attn: Senior Vice-President of Purchasing Fax No.: (949) 930-6958
with a copy to:	DaVita Inc. 601 Hawaii Street El Segundo, CA 90245 Attn: General Counsel Fax No: (866) 891-4866

9.13. Confidentiality. By the nature, terms and performance of this Agreement, Amgen and Dialysis Center acknowledge and agree that the parties will exchange confidential and proprietary information (including business and clinical practices and protocols and patient information, "Confidential Information"). Confidential Information includes not only written information but also information transferred orally, visually, electronically, in a machine readable format or by any other means and includes all notes, analyses, compilations, studies and summaries thereof containing or based on, in whole or in part, any Confidential Information. Confidential Information does not include any information which the receiving party can show was publicly available prior to the receipt of such information by the receiving party, or thereafter became publicly available other than by any breach of this Agreement by the receiving party, additionally, for Dialysis Center only, Confidential Information does not include the Data. Information shall be deemed "publicly available" if it is a matter of public knowledge or is contained in materials available to the public. Accordingly, the parties agree (a) to hold all such Confidential Information (including the terms of this Agreement) received from the other in confidence and to use such Confidential Information solely for the purposes set forth in this Agreement; and (b) to not disclose any such Confidential Information received from the other, or the terms of

this Agreement, to any third party (including Amgen Inc. or any other affiliate of Amgen), or otherwise make such information public without prior written authorization of the other party, except where such disclosure is contemplated hereunder or required by law or pursuant to subpoena or court or administrative order, and then only upon prior written notification to the other party (giving such party an adequate opportunity to take whatever steps it deems necessary to prevent, limit the scope of or contest the disclosure). Any party which seeks to prevent disclosure or to contest or limit the scope of any such disclosure by the other party shall pay all of the costs and expenses incurred by the other party directly related thereto, and such other party shall not unreasonably object to or interfere with the objecting party's actions it deems necessary to undertake. For purposes of the foregoing, any Confidential Information received by any employee, partner, agent, affiliate, consultant, advisor, data collection vendor or other representative (in any case, a "representative") of a party to this Agreement pursuant to the terms of this Agreement shall be deemed received by such party to this Agreement, and any breach by any such representative of the foregoing confidentiality provisions shall be deemed a breach by the respective party to this Agreement.

9.14. Severability. Subject to the provisions of Section 8.4, should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the parties shall attempt, in good faith, to negotiate a modification of this Agreement so as to comply with the relevant law or regulation. Should they be unable to do so within thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other.

9.15. Waiver. No party shall be deemed to have waived any right hereunder, unless such waiver is expressed in a writing signed by such party.

9.16. Good Pharmaceutical Practice Support Services for the Products. Promptly after the Term Start Date of this Agreement, the parties agree to meet and, in good faith, negotiate a new Good Pharmaceutical Practice Support Services agreement.

9.17. Access. Unless otherwise agreed by the parties, Amgen acknowledges, agrees and understands that absent an applicable Services Agreement (as defined in Section 9.16 above), none of its agents, representatives or employees shall be permitted access at any time to Dialysis Center, its Designated Affiliates and/or Managed Centers for any reason whatsoever. In each situation in which a Services Agreement is executed and delivered, Amgen may be granted access solely for the purposes described in such Services Agreement(s). If Dialysis Center or any of its designated Affiliates or Managed Centers changes their general policies concerning vendors accessing their clinics, Dialysis Center shall use its commercially reasonable efforts to provide Amgen with at least fifteen (15) days notice in advance of the effective date of such change. If Dialysis Center or any of its Designated Affiliates or Managed Centers denies Amgen access to any of its clinics, Dialysis Center shall provide Amgen with a written explanation of the reason for such denial within fifteen (15) days after such denial. Without limitation of the foregoing, Amgen agrees that it and its agents, representatives and employees shall at all times comply with all applicable laws and regulations, [DELETED] and that Amgen's discussion of the products shall be in compliance with [DELETED] all applicable laws and regulations. Furthermore, Amgen acknowledges, agrees and understands that it must obtain Dialysis Center's prior written approval of all proposed educational, marketing and promotional materials, including, but not limited to,

all proposed presentations relating to anemia management, any of the Products, any other Amgen product or otherwise, whether directed toward Dialysis Center employees or any patient of Dialysis Center. Such approval may be given only by Dialysis Center's Vice President, Clinical Operations or his authorized representative. Dialysis Center's Vice President, Clinical Operations or his authorized representative agree to notify Amgen's National Account Manager of his decision within ten (10) business days after receipt of such program, material or presentation request, otherwise such request will be deemed denied. If Dialysis Center or any of its Designated Affiliates or Managed Centers determines that any previously approved Amgen materials are no longer appropriate for use in such facilities, Dialysis Center shall provide Amgen with written notice of such determination promptly so that Amgen can notify its personnel of such determination and understand the reason therefore.

9.18. Open Records. To the extent required by §1861(v)(1)(I) of the Social Security Act, as amended, the parties will allow the U.S. Department of Health and Human Services, the U.S. Comptroller General and their duly authorized representatives, access to this Agreement and all books, documents and records necessary to certify the nature and extent of costs incurred pursuant to it during the term of this Agreement and for four (4) years following the last date Products or services are furnished under it. If Amgen carries out the duties of this Agreement through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract shall also contain an access clause to permit access by the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives to the related organization's books and records.

9.19. Corporate Integrity Agreement. The parties hereby acknowledge and agree as follows: (a) Amgen acknowledges that DVA Renal Healthcare, Inc. (f/k/a Gambro Healthcare, Inc.) ("DVA Healthcare"), a subsidiary of Dialysis Center, is under a Corporate Integrity Agreement (the "CIA") with the Office of the Inspector General of the Federal Department of Health and Human Services, and that such CIA imposes various reporting and operational compliance related obligations on DVA Healthcare. To the extent not otherwise set forth herein, Amgen agrees to cooperate with DVA Healthcare in compliance with the requirements of such CIA, as such requirements may apply to the performance of Amgen's obligations under this Agreement; (b) Amgen hereby certifies that it will comply with the terms of DVA Healthcare's Corporate Compliance Program, including any training required to be provided thereunder by DVA Healthcare to employees and certain contractors, and DVA Healthcare's Compliance Critical Concepts and policies and procedures related to compliance with 42 U.S.C. 1320a-7b(b) (the "Anti-Kickback Statute") a copy of each of which will be provided to Amgen, in each case as applicable to the performance of Amgen's obligations under this Agreement; (c) Amgen and Dialysis Center (on behalf of DVA Healthcare) agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any Federal health care program; and (d) Amgen certifies that it will abide by the terms of the Anti-Kickback Statute and its applicable implementing regulations in connection with the performance of its obligations under this Agreement.

****

The parties have executed this Agreement by their designated representatives set forth below.

AMGEN USA INC.		**DIALYSIS CENTER**	
By:	/s/ Neil Bankston	By:	/s/ Dennis L. Kogod
Name (print):	Neil Bankston	Name (print):	Dennis L. Kogod
Title:	Executive Director, Contracts & Pricing	Title:	President
Date:	December 20, 2007	Date:	December 20, 2007

Amgen Inc. with respect to certain provisions of this Agreement as set forth herein.

Amgen Inc.

By:	/s/ Helen Torley
Name (print):	Helen Torley
Title:	Vice President and General Manager, Nephrology
Date:	December 20, 2007

Schedule 1.2

Authorized Wholesalers

ASD Specialty Healthcare, Sub of Abc Specialty Group
Addison, TX
CMA 600615

American Medical Distributors, Inc. Subsidiary of Bellco Drug Corporation
Amityville, NY
CMA 600644

AmerisourceBergen Drug Corporation
Thorofare, NJ
CMA 600124

Bergen Brunswig Drug Company
Orange, CA
CMA 600511

Bergen Brunswig Drug Company
Honolulu, HI
CMA 600654

Cardinal Health, Specialty Pharmaceutical Distribution
La Vergne, TN
CMA 600608

Henry Schein Incorporated
Melville, NY
CMA 600599

McKesson Pharmaceutical
San Francisco, CA
CMA 600541

Metro Medical Supply Inc.
Nashville, TN
CMA 600240

Priority Healthcare Corporation
Lake Mary, FL
CMA 600604

Oncology Therapeutics Network
South San Francisco, CA
CMA 600583

Schedule 1.4

Designated Affiliates

DaVita Inc.
Schedule 1.4
[DELETED]

Active count	[DELETED]	CENTER NAME	[DELETED]	ADDRESS	ADDRESS	CITY	STATE	ZIP
1	[DELETED]	Los Angeles Dialysis Center (LADC)	[DELETED]	2250 S WESTERN AVE	SUITE #300	LOS ANGELES	CA	90018-1301
2	[DELETED]	Garfield	[DELETED]	118 HILLIARD AVE		MONTEREY PARK	CA	91754-1118
3	[DELETED]	Lynwood (Kidney-KDCU)	[DELETED]	3600 E MARTIN LUTHER KING JR BLVD		LYNWOOD	CA	90262-2607
4	[DELETED]	Lakewood Dialysis-CA	[DELETED]	4645 SILVA ST		LAKEWOOD	CA	90712-2512
5	[DELETED]	Valley Dialysis	[DELETED]	16149 HART ST		VAN NUYS	CA	91406-3906
6	[DELETED]	Downey Dialysis	[DELETED]	8630 FLORENCE AVE	STE 100	DOWNEY	CA	90240-4017
7	[DELETED]	Covina Dialysis	[DELETED]	1547 WEST GARVEY AVE		WEST COVINA	CA	91790-2139
8	[DELETED]	Four Corners Farmington	[DELETED]	801 W BROADWAY		FARMINGTON	NM	87401-5650
9	[DELETED]	Tuba City Dialysis	[DELETED]	500 EDGEWATER DR		TUBA CITY	AZ	86045-2905
10	[DELETED]	Camelback Dialysis Center (fka Scottsdale Dialysis Center)	[DELETED]	7321 E OSBORN DR		SCOTTSDALE	AZ	85251-6418
11	[DELETED]	Westbank	[DELETED]	4422 GENERAL MEYER AVE	STE 103	NEW ORLEANS	LA	70131-3588
12	[DELETED]	Tri-Parish	[DELETED]	2345 ST CLAUDE AVE		NEW ORLEANS	LA	70117
13	[DELETED]	Desert Mountain	[DELETED]	9220 E MOUNTAIN VIEW RD	STE 105	SCOTTSDALE	AZ	85258-5133
14	[DELETED]	Chinle	[DELETED]	US HWY 191	PO BOX 879	CHINLE	AZ	86503-0879
15	[DELETED]	Central City	[DELETED]	1300 MURCHISON DRIVE	SUITE 320	EL PASO	TX	79902-4840
16	[DELETED]	Federal Way	[DELETED]	1015 SOUTH 348TH STREET		FEDERAL WAY	WA	98003-7078
17	[DELETED]	Beverly Hills	[DELETED]	50 N LA CIENEGA BLVD	3RD FLOOR, STE 300	BEVERLY HILLS	CA	90211-2205
18	[DELETED]	Walnut Creek	[DELETED]	404 N WIGET LANE		WALNUT CREEK	CA	94598-2408
19	[DELETED]	Norwalk	[DELETED]	12375 E IMPERIAL HWY	STE D3	NORWALK	CA	90650-3129
20	[DELETED]	El Monte (Greater El Monte)	[DELETED]	1938 TYLER AVE	STE J-168	SOUTH EL MONTE	CA	91733-3623
21	[DELETED]	Bayonet Point	[DELETED]	14144 NEPHRON LN		HUDSON	FL	34667-6504
22	[DELETED]	New Port Richey	[DELETED]	7421 RIDGE RD		PORT RICHEY	FL	34668
23	[DELETED]	Hernando	[DELETED]	2985 LANDOVER BLVD		SPRING HILL	FL	34608-7258
24	[DELETED]	Woodbridge	[DELETED]	2751 KILLARNEY DR		WOODBRIDGE	VA	22192-4119
25	[DELETED]	Manassas	[DELETED]	10655 LOMOND DR	STE 101	MANASSAS	VA	20109-2766
26	[DELETED]	Springfield	[DELETED]	8350 A TRAFORD LN		SPRINGFIELD	VA	22152-1638
27	[DELETED]	Sterling	[DELETED]	46396 BENEDICT DR	STE 100	STERLING	VA	20164-6626
28	[DELETED]	Alexandria	[DELETED]	5999 STEVENSON AVE	STE 100	ALEXANDRIA	VA	22304-3304
29	[DELETED]	Waynesboro	[DELETED]	163 S LIBERTY ST		WAYNESBORO	GA	30830-4580
30	[DELETED]	Statesboro	[DELETED]	4B COLLEGE PLAZA		STATESBORO	GA	30458-4928
31	[DELETED]	Vidalia	[DELETED]	1806 EDWINA DR		VIDALIA	GA	30474-8927
32	[DELETED]	Papago Dialysis (fka PD Central) (9/6/94)	[DELETED]	1401 N 24 ST	STE 2	PHOENIX	AZ	85008-4638
33	[DELETED]	Boca Raton	[DELETED]	998 NW 9TH CT		BOCA RATON	FL	33486-2214
34	[DELETED]	Del Ray	[DELETED]	16244 S MILITARY TRAIL	STE 110	DELRAY BEACH	FL	33484-6534

35	[DELETED]	Piedmont	[DELETED]	1575 NORTHSIDE DRIVE NW	STE 365	ATLANTA	GA	30318-4210
36	[DELETED]	Logan Square	[DELETED]	2659 N MILWAUKEE AVE	1ST FL	CHICAGO	IL	60647-1643
37	[DELETED]	Lake County	[DELETED]	918 S MILWAUKEE AVE		LIBERTYVILLE	IL	60048-3229
38	[DELETED]	Lincoln Park	[DELETED]	3157 N LINCOLN AVE		CHICAGO	IL	60657-3111
39	[DELETED]	Lincoln Pk-PD(Logan)	[DELETED]	7009 W BELMONT AVE		CHICAGO	IL	60634-4533
40	[DELETED]	West Palm Beach	[DELETED]	2611 POINSETTIA AVE		WEST PALM BEACH	FL	33407-5919
41	[DELETED]	Sunrise	[DELETED]	13039 HAWTHORNE BLVD		HAWTHORNE	CA	90250-4415
42	[DELETED]	Kayenta	[DELETED]	US HWY 163 NORTH		KAYENTA	AZ	86033-1217
43	[DELETED]	Hyde Park	[DELETED]	710 W 43RD ST		CHICAGO	IL	60609-3435
44	[DELETED]	Olympia Fields	[DELETED]	4557B LINCOLN HWY	STE B	MATTESON	IL	60443-2318
45	[DELETED]	CKD	[DELETED]	1190 NW 95TH ST	STE 208	MIAMI	FL	33150-2065
46	[DELETED]	Venture	[DELETED]	16855 NE 2ND AVE	STE 205	N MIAMI BEACH	FL	33162-1744
47	[DELETED]	Miami Beach	[DELETED]	400 ARTHUR GODFREY RD	STE 402	MIAMI BEACH	FL	33140-3516
48	[DELETED]	South Broward	[DELETED]	4401 HOLLYWOOD BLVD		HOLLYWOOD	FL	33021-6609
49	[DELETED]	East End	[DELETED]	2201 E MAIN ST	STE 100	RICHMOND	VA	23223-7052
50	[DELETED]	Flamingo Park	[DELETED]	901 E 10TH AVE	BAY 17	HIALEAH	FL	33010-3762
51	[DELETED]	Interamerican	[DELETED]	7815 CORAL WAY	STE 115	MIAMI	FL	33155-6541

52	[DELETED]	Le Jeune	[DELETED]	4338 NW 7TH ST		MIAMI	FL	33126-3516
53	[DELETED]	Cielo Vista Dialysis (fka TRC - East)	[DELETED]	7200 GATEWAY BLVD	STE B	EL PASO	TX	79915-1301
54	[DELETED]	West Texas Dialysis (fka TRC - West)	[DELETED]	1250 E CLIFF DR	BLDG B	EL PASO	TX	79902-4823
55	[DELETED]	Shiprock	[DELETED]	US HWY 491 N		SHIPROCK	NM	87420-9998
56	[DELETED]	Arden Hills	[DELETED]	3900 NORTHWOODS DR	STE 110	ARDEN HILLS	MN	55112-6966
57	[DELETED]	Burnsville	[DELETED]	501 E NICOLLET BLVD	STE 150	BURNSVILLE	MN	55337-6784
58	[DELETED]	Coon Rapids	[DELETED]	3960 COON RAPIDS BLVD	STE 309	COON RAPIDS	MN	55433-2598
59	[DELETED]	Edina	[DELETED]	6550 YORK AVE S	STE 100	EDINA	MN	55435-2347
60	[DELETED]	Maplewood	[DELETED]	2785 WHITE BEAR AVE	STE 201	MAPLEWOOD	MN	55109-1307
61	[DELETED]	Minneapolis (Home Dialysis/CAPD)	[DELETED]	825 S EIGHTH ST	STE SL42	MINNEAPOLIS	MN	55404-1208
62	[DELETED]	Minnetonka	[DELETED]	17809 HUTCHINS DR		MINNETONKA	MN	55345-4100
63	[DELETED]	St. Paul Dialysis	[DELETED]	555 PARK ST	STE 180	ST PAUL	MN	55103-2192
64	[DELETED]	Special Needs	[DELETED]	606 24TH AVE S	STE 701	MINNEAPOLIS	MN	55454-1455
65	[DELETED]	West St. Paul	[DELETED]	1555 LIVINGSTON AVE		WEST ST PAUL	MN	55118-3411
66	[DELETED]	Cass Lake	[DELETED]	602 GRANT UTLEY	PO BOX 757	CASS LAKE	MN	56633-0757
67	[DELETED]	Faribault	[DELETED]	201 S LYNDALE AVE	STE F	FARIBAULT	MN	55021-5758
68	[DELETED]	Marshall	[DELETED]	AVERA MARSHALL REGIONAL MEDICAL CENTER	300 S BRUCE ST	MARSHALL	MN	56258-1934
69	[DELETED]	Montevideo	[DELETED]	MONTEVIDEO HOSPITAL	824 N 11TH ST	MONTEVIDEO	MN	56265-1629
70	[DELETED]	Pine City	[DELETED]	LAKESIDE MEDICAL CENTER	129 6TH AVE E	PINE CITY	MN	55063-1913
71	[DELETED]	Red Wing	[DELETED]	3028 NORTH SERVICE DRIVE		RED WING	MN	55066-1921
72	[DELETED]	Redwood Falls	[DELETED]	100 FALLWOOD RD		REDWOOD FALLS	MN	56283-2108
73	[DELETED]	Mitchell	[DELETED]	QUEEN OF PEACE HOSPITAL	525 N FOSTER	MITCHELL	SD	57301-2966
74	[DELETED]	Rosebud	[DELETED]	1 SOLDIER CREEK RD		ROSEBUD	SD	57570-0610
75	[DELETED]	Sioux Falls	[DELETED]	MCKENNAN HOSPITAL	800 EAST 21ST STREET STE 4600	SIOUX FALLS	SD	57105-1016
76	[DELETED]	St. Croix Falls	[DELETED]	744 LOUISIANA ST E		ST CROIX FALLS	WI	54024-9501
77	[DELETED]	Hayward	[DELETED]	21615 HESPERIAN BLVD	STE F	HAYWARD	CA	94541-7000
78	[DELETED]	Pleasanton	[DELETED]	5720 STONERIDGE MALL RD	SUITE 160	PLEASANTON	CA	94588-2828
79	[DELETED]	Union City	[DELETED]	32930 ALVARADO NILES RD	STE 300	UNION CITY	CA	94587-8101
80	[DELETED]	East Bay - PD	[DELETED]	13939 E 14TH ST	STE 110	SAN LEANDRO	CA	94578-2613
81	[DELETED]	Greer	[DELETED]	211 VILLAGE DR		GREER	SC	29651-1238
82	[DELETED]	Upstate	[DELETED]	308 MILLS AVE		GREENVILLE	SC	29605-4022
83	[DELETED]	Kenner (5/29/96)	[DELETED]	200 W ESPLANADE AVE	STE 100	KENNER	LA	70065-2489

84	[DELETED]	Downtown Dialysis	[DELETED]	821 N EUTAW	STE 401	BALTIMORE	MD	21201-4648
85	[DELETED]	Eaton Canyon	[DELETED]	2551 E WASHINGTON BLVD		PASADENA	CA	91107-1446
86	[DELETED]	Georgetown	[DELETED]	3223 K STREET NW	STE 110	WASHINGTON	DC	20007-4412
87	[DELETED]	St. Mary	[DELETED]	60 BLACKSMITH RD		NEWTOWN	PA	18940-1847
88	[DELETED]	Bertha Sirk	[DELETED]	5820 YORK ROAD	STE 10	BALTIMORE	MD	21212-3610
89	[DELETED]	Greenspring	[DELETED]	4701 MT HOPE DR	SUITE C	BALTIMORE	MD	21215-3246
90	[DELETED]	Houston Kidney - NW	[DELETED]	11029 NW FREEWAY		HOUSTON	TX	77092-7311
91	[DELETED]	NorthStar Dialysis (fka Houston Kidney - No.)	[DELETED]	380 W LITTLE YORK		HOUSTON	TX	77076-1303
92	[DELETED]	Port Charlotte	[DELETED]	4300 KINGS HWY	STE 406	PORT CHARLOTTE	FL	33980-2990
93	[DELETED]	Gulf Coast PD	[DELETED]	3300 TAMIAMI TRAIL	STE 101A	PORT CHARLOTTE	FL	33952-8054
94	[DELETED]	Loma Vista	[DELETED]	1382 LOMALAND	SUITE A	EL PASO	TX	79935-5204
95	[DELETED]	Paramount	[DELETED]	8319 ALONDRA BLVD		PARAMOUNT	CA	90723-4403
96	[DELETED]	East LA	[DELETED]	950 S EASTERN AVE		LOS ANGELES	CA	90022-4801
97	[DELETED]	Montebello (East)	[DELETED]	1721 W WHITTIER BLVD		MONTEBELLO	CA	90640-4004
98	[DELETED]	Pine Island (10/2/96) (temp close - hurricane)	[DELETED]	1871 N PINE ISLAND RD		PLANTATION	FL	33322-5208
99	[DELETED]	Complete (Coral Springs)	[DELETED]	7850 W SAMPLE RD		MARGATE	FL	33065-4710
100	[DELETED]	Lone Star Dialysis (f.k.a. Hobby & HKCSE 1/21/03)	[DELETED]	8560 MONROE RD		HOUSTON	TX	77061-4815
101	[DELETED]	Forest Lake	[DELETED]	FOREST LAKE PROFESSIONAL BLDG	1068 S LAKE ST STE 110	FOREST LAKE	MN	55025-2633
102	[DELETED]	USC Phase II (TRC/USC)	[DELETED]	2310 ALCAZAR ST		LOS ANGELES	CA	90033-5327
103	[DELETED]	TRC/Union Plaza Ctr	[DELETED]	810 1ST STREET NE	STE 100	WASHINGTON	DC	20002-4205
104	[DELETED]	Mid-Columbia Kidney	[DELETED]	6825 BURDEN BLVD	SUITE A	PASCO	WA	99301-9584
105	[DELETED]	Mt. Adams Kidney Ctr	[DELETED]	3220 PICARD PLACE		SUNNYSIDE	WA	98944-8400
106	[DELETED]	Lakewood	[DELETED]	5919 LAKEWOOD TOWNE CENTER BLVD SW	STE A	LAKEWOOD	WA	98499-6513
107	[DELETED]	St. Paul Ramsey (Capitol)/Ramsey Acute	[DELETED]	555 PARK ST	STE 230	SAINT PAUL	MN	55103-2193
108	[DELETED]	River City Dialysis (fka Lakeview/Stillwater)	[DELETED]	1970 NORTHWESTERN AVE		STILLWATER	MN	55082-6567

109	[DELETED]	Woodbury	[DELETED]	1850-3 WEIR DR		WOODBURY	MN	55125-2260
110	[DELETED]	Alhambra	[DELETED]	1315 ALHAMBRA BLVD	STE 100	SACRAMENTO	CA	95816-5244
111	[DELETED]	Antelope	[DELETED]	6406 TUPELO DR	STE A	CITRUS HEIGHTS	CA	95621-1741
112	[DELETED]	Chico	[DELETED]	530 COHASSET RD		CHICO	CA	95926-2212
113	[DELETED]	North Clinic (Manzanita)	[DELETED]	4005 MANZANITA AVE	STE 17	CARMICHAEL	CA	95608-1779
114	[DELETED]	Placerville	[DELETED]	3964 MISSOURI FLAT RD	STE J	PLACERVILLE	CA	95667-5238
115	[DELETED]	South Sacramento	[DELETED]	7000 FRANKLIN BLVD	STE 880	SACRAMENTO	CA	95823-1820
116	[DELETED]	Redding	[DELETED]	1876 PARK MARINA DR		REDDING	CA	96001-0913
117	[DELETED]	Sunrise Sacramento	[DELETED]	2951 SUNRISE BLVD	STE 145	RANCHO CORDOVA	CA	95742-6550
118	[DELETED]	Yuba City	[DELETED]	1525 PLUMAS COURT	SUITE A	YUBA CITY	CA	95991-3454
119	[DELETED]	University Clinic(w/ University PD)	[DELETED]	777 CAMPUS COMMONS DR	SUITE 100	SACRAMENTO	CA	95825-8344
120	[DELETED]	Mesa Vista	[DELETED]	2400 N OREGON ST	SUITE C	EL PASO	TX	79902-3118
121	[DELETED]	Hollywood	[DELETED]	5108 SUNSET BLVD		LOS ANGELES	CA	90027-5708
122	[DELETED]	UCLA Harbor	[DELETED]	21602 S VERMONT AVE		TORRANCE	CA	90502-1940
123	[DELETED]	Brighton	[DELETED]	7960 WEST GRAND RIVER	STE 210	BRIGHTON	MI	48114-7330
124	[DELETED]	Macomb	[DELETED]	28295 SCHOENHERR ROAD	SUITE A	WARREN	MI	48088-4357
125	[DELETED]	North Oakland	[DELETED]	450 N TELEGRAPH	STE 600	PONTIAC	MI	48341-1037
126	[DELETED]	Novi	[DELETED]	47250 W TEN MILE		NOVI	MI	48374-2932
127	[DELETED]	Southfield	[DELETED]	23857 GREENFIELD ROAD		SOUTHFIELD	MI	48075-3122
128	[DELETED]	Waconia	[DELETED]	490 MAPLE ST	STE 110	WACONIA	MN	55387-1760
129	[DELETED]	Children's Mem'l Hosp.	[DELETED]	2611 N HALSTED		CHICAGO	IL	60614-2304
130	[DELETED]	New Center(Middlebrook)	[DELETED]	3011 W GRAND BLVD	STE 650	DETROIT	MI	48202-3096
131	[DELETED]	Whittier (Friendly Hills)	[DELETED]	10055 WHITTWOOD DRIVE		WHITTIER	CA	90603-2313
132	[DELETED]	Miami Lakes	[DELETED]	14600 NW 60TH AVE		MIAMI LAKES	FL	33014-2811
133	[DELETED]	Anson County	[DELETED]	923 EAST CASWELL ST		WADESBORO	NC	28170
134	[DELETED]	Edgecomb County	[DELETED]	3206 WESTERN BLVD		TARBORO	NC	27886
135	[DELETED]	Franklin County	[DELETED]	1706 HWY 39 NORTH		LOUISBURG	NC	27549
136	[DELETED]	Hoke County	[DELETED]	403 S MAIN ST		RAEFORD	NC	28376-3222
137	[DELETED]	Martin County	[DELETED]	100 MEDICAL DR		WILLIAMSTON	NC	27892
138	[DELETED]	Montgomery County	[DELETED]	323 WEST MAIN STREET		BISCOE	NC	27209-9528
139	[DELETED]	Moore County	[DELETED]	16 REGIONAL DR		PINEHURST	NC	28374
140	[DELETED]	Richmond County	[DELETED]	S NC HIGHWAY 177		HAMLET	NC	28345
141	[DELETED]	Rockingham County	[DELETED]	251 W KINGS HWY		EDEN	NC	27288-5009
142	[DELETED]	Rowan County	[DELETED]	111 DORSETT DR		SALISBURY	NC	28144-2278
143	[DELETED]	Rutherford County	[DELETED]	226 COMMERCIAL DR		FOREST CITY	NC	28043
144	[DELETED]	Monterey Park	[DELETED]	2560 CORPORATE PLACE BLDG D	STE 100-101	MONTEREY PARK	CA	91754-7612
145	[DELETED]	Mason Dixon(Baltimore)	[DELETED]	9635-A LIBERTY RD	STE 100	RANDALLSTOWN	MD	21133-2436
146	[DELETED]	Carrol County	[DELETED]	412 MALCOLM DR	STE 310	WESTMINSTER	MD	21157-6108
147	[DELETED]	South Brooklyn	[DELETED]	3915 AVENUE V	STE 104	BROOKLYN	NY	11234-5156
148	[DELETED]	Phenix City	[DELETED]	1900 OPELIKA RD		PHENIX CITY	AL	36867-3640
149	[DELETED]	Brea	[DELETED]	595 TAMARACK AVE	STE A	BREA	CA	92821-3125
150	[DELETED]	Hemet	[DELETED]	1330 S STATE ST	STE B	SAN JACINTO	CA	92583-4916
151	[DELETED]	Temecula	[DELETED]	40945 COUNTY CENTER DR	STE G	TEMECULA	CA	92591-6006
152	[DELETED]	Riverside	[DELETED]	4361 LATHAM ST.	SUITE 100	RIVERSIDE	CA	92501-1749

153	[DELETED]	Napa	[DELETED]	3900 BEL AIRE PLAZA	STE C	NAPA	CA	94558-2834
154	[DELETED]	Santa Ana	[DELETED]	1820 E DEERE AVE		SANTA ANA	CA	92705-5721
155	[DELETED]	Moreno Valley (Valley View)	[DELETED]	26900 CACTUS AVE		MORENO VALLEY	CA	92555-3912
156	[DELETED]	Orange (Main Place Dialysis)	[DELETED]	972 TOWN AND COUNTRY RD		ORANGE	CA	92868-4714
157	[DELETED]	San Bernadino (Mountain Vista)	[DELETED]	401-B E HIGHLAND AVE		SAN BERNARDINO	CA	92404-3800
158	[DELETED]	Lakeport	[DELETED]	804 11TH ST	STE 2	LAKEPORT	CA	95453-4102
159	[DELETED]	Vacaville	[DELETED]	1241 ALAMO DR	STE 7	VACAVILLE	CA	95687-5620
160	[DELETED]	Corona	[DELETED]	1820 FULLERTON AVE	STE 180	CORONA	CA	92881-3147
161	[DELETED]	Fairfield	[DELETED]	604 EMPIRE ST		FAIRFIELD	CA	94533-5527
162	[DELETED]	Westminster (fka Federal Heights)	[DELETED]	9053 HARLAN ST	STE 90	WESTMINSTER	CO	80031-2908
163	[DELETED]	Aurora	[DELETED]	1411 S POTOMAC	AMC II STE 100	AURORA	CO	80012-4536
164	[DELETED]	Denver	[DELETED]	2900 DOWNING STREET	UNIT C	DENVER	CO	80205-4414
165	[DELETED]	Littleton	[DELETED]	209 W COUNTY LINE RD		LITTLETON	CO	80129-1901

166	[DELETED]	South Denver	[DELETED]	850 E HARVARD AVE	STE 60	DENVER	CO	80210-5073
167	[DELETED]	Lee Street Dialysis (fka: Grant Park)	[DELETED]	5155 LEE ST NE		WASHINGTON	DC	20019-4051
168	[DELETED]	Wilmington	[DELETED]	RIVERSIDE MEDICAL ARTS COMPLEX	700 LEA BLVD G-2	WILMINGTON	DE	19802-2541
169	[DELETED]	Leesburg	[DELETED]	801 E DIXIE AVE	STE 108A	LEESBURG	FL	34748-6013
170	[DELETED]	Panama City	[DELETED]	615 HIGHWAY 231		PANAMA CITY	FL	32405-4704
171	[DELETED]	Marianna	[DELETED]	4319 LAFAYETTE		MARIANNA	FL	32446-2982
172	[DELETED]	Venice	[DELETED]	816 PINEBROOK RD		VENICE	FL	34285-7103
173	[DELETED]	Buena Vista	[DELETED]	349 GENEVA RD		BUENA VISTA	GA	31803-0679
174	[DELETED]	Decatur	[DELETED]	1987 CANDLER RD		DECATUR	GA	30032-4212
175	[DELETED]	Moultrie	[DELETED]	2419 S MAIN ST		MOULTRIE	GA	31768-6531
176	[DELETED]	SW Atlanta	[DELETED]	3620 MARTIN LUTHER KING DR		ATLANTA	GA	30331-3711
177	[DELETED]	Griffin	[DELETED]	731 S 8TH ST		GRIFFIN	GA	30224-4818
178	[DELETED]	Columbus	[DELETED]	6228 BRADLEY PARK DR	STE B	COLUMBUS	GA	31904-3604
179	[DELETED]	East Macon	[DELETED]	165 EMERY HIGHWAY	SUITE 101	MACON	GA	31217-3666
180	[DELETED]	Jonesboro	[DELETED]	129 KING STREET		JONESBORO	GA	30236-3656
181	[DELETED]	Milledgeville	[DELETED]	400 S WAYNE ST		MILLEDGEVILLE	GA	31061-3446
182	[DELETED]	Fort Valley	[DELETED]	557 BLUEBIRD BOULEVARD		FORT VALLEY	GA	31030-5083
183	[DELETED]	Midtown	[DELETED]	121 LINDEN AVE		ATLANTA	GA	30308-2432
184	[DELETED]	E. St. Louis	[DELETED]	2061 GOOSE LAKE RD		SAUGET	IL	62206
185	[DELETED]	Granite City	[DELETED]	9 AMERICAN VILLAGE		GRANITE CITY	IL	62040-3706
186	[DELETED]	Batesville	[DELETED]	232 STATE ROAD 129 SOUTH		BATESVILLE	IN	47006-7694
187	[DELETED]	Lawrenceburg	[DELETED]	555 W EADS PARKWAY	STE 200	LAWRENCEBURG	IN	47025-1157
188	[DELETED]	Madison	[DELETED]	220 CLIFTY DR VILLIAGE SQUARE	UNIT K	MADISON	IN	47250-1669
189	[DELETED]	Newton	[DELETED]	1223 WASHINGTON RD		NEWTON	KS	67114-4855
190	[DELETED]	Derby	[DELETED]	250 W RED POWELL RD		DERBY	KS	67037-2626
191	[DELETED]	Winfield	[DELETED]	1315 E 4TH AVE		WINFIELD	KS	67156-2457
192	[DELETED]	Wichita	[DELETED]	909 N TOPEKA		WICHITA	KS	67214-3620
193	[DELETED]	Garden City	[DELETED]	401 N MAIN ST		GARDEN CITY	KS	67846-5429
194	[DELETED]	E. Wichita	[DELETED]	320 N HILLSIDE		WICHITA	KS	67214-4918
195	[DELETED]	Independance	[DELETED]	801 W MYRTLE ST		INDEPENDENCE	KS	67301-3239
196	[DELETED]	Parson, KS	[DELETED]	1902 S HWY 59	BLDG B	PARSONS	KS	67357-4948
197	[DELETED]	Wheaton	[DELETED]	11941 GEORGIA AVE	WHEATON PARK SHOPPING CTR	WHEATON	MD	20902-2001
198	[DELETED]	Rockville	[DELETED]	14915 BROSCHART RD	STE 100	ROCKVILLE	MD	20850-3350
199	[DELETED]	Owing Mills	[DELETED]	10 CROSSROADS DR	STE 110	OWINGS MILLS	MD	21117-5458
200	[DELETED]	Berlin	[DELETED]	314 FRANKLIN AVE	STE 306	BERLIN	MD	21811-1215
201	[DELETED]	Easton	[DELETED]	402 MARVEL CT		EASTON	MD	21601-4052
202	[DELETED]	Chestertown	[DELETED]	KENT AND QUEEN ANNE'S HOSPITAL	100 BROWN ST	CHESTERTOWN	MD	21620-1435
203	[DELETED]	Hope Again (Kennett)	[DELETED]	1207 STATE RTE VV		KENNETT	MO	63857-3823

204	[DELETED]	Poplar Bluff	[DELETED]	2400 LUCY LEE PARKWAY	STE E	POPLAR BLUFF	MO	63901-2429
205	[DELETED]	Crystal City	[DELETED]	JEFFERSON MEMORIAL HOSPITAL	HWY 61 AND I-55	CRYSTAL CITY	MO	63019-0167
206	[DELETED]	St. Louis	[DELETED]	2610 CLARK AVE		ST LOUIS	MO	63103-2502
207	[DELETED]	Burlington	[DELETED]	873 HEATHER RD		BURLINGTON	NC	27215-6288
208	[DELETED]	Scottsbluff	[DELETED]	3812 AVE B		SCOTTSBLUFF	NE	69361-4653
209	[DELETED]	Bridgewater	[DELETED]	2121 ROUTE 22 W		BOUND BROOK	NJ	08805-1546
210	[DELETED]	Sparks	[DELETED]	4860 VISTA BLVD	SUITE 100	SPARKS	NV	89436-1868
211	[DELETED]	West Las Vegas	[DELETED]	3100 W CHARLESTON BLVD	STE 100	LAS VEGAS	NV	89102-1900
212	[DELETED]	North Las Vegas	[DELETED]	2300 MCDANIEL ST		NORTH LAS VEGAS	NV	89030-6318
213	[DELETED]	Life Care	[DELETED]	221 W 61ST ST		NEW YORK	NY	10023-7832
214	[DELETED]	Cincinnati	[DELETED]	4435 AICHOLTZ RD	STE 800 A	CINCINNATI	OH	45245-1527
215	[DELETED]	Oklahoma City	[DELETED]	4140 W MEMORIAL RD	STE 107	OKLAHOMA CITY	OK	73120-8366
216	[DELETED]	Tulsa	[DELETED]	4436 S HARVARD AVE		TULSA	OK	74135-2605
217	[DELETED]	NW Bethany	[DELETED]	7800 NW 23RD ST	STE A	BETHANY	OK	73008-4948
218	[DELETED]	Duncan	[DELETED]	2645 W ELK		DUNCAN	OK	73533-1572
219	[DELETED]	Shawnee	[DELETED]	2508 N HARRISON ST		SHAWNEE	OK	74804-3131
220	[DELETED]	Stillwater	[DELETED]	406 EAST HALL OF FAME AVE	STE 300	STILLWATER	OK	74075-5428
221	[DELETED]	Midwest City	[DELETED]	7221 E RENO AVE		MIDWEST CITY	OK	73110-4211
222	[DELETED]	Broken Arrow	[DELETED]	601 S ASPEN		BROKEN ARROW	OK	74012-8302

223	[DELETED]	Tahlequah	[DELETED]	228 N BLISS AVE		TAHLEQUAH	OK	74464-2520
224	[DELETED]	Edmund	[DELETED]	50 S BAUMANN AVE		EDMOND	OK	73034-5676
225	[DELETED]	Altus	[DELETED]	205 S PARK LN	STE 130	ALTUS	OK	73521-5733
226	[DELETED]	Elk City	[DELETED]	1601 WEST 2ND STREET		ELK CITY	OK	73644-4427
227	[DELETED]	Claremore	[DELETED]	202 E BLUE STARR DR		CLAREMORE	OK	74017-4223
228	[DELETED]	Norman	[DELETED]	1818 W LINDSEY ST	BLDG B STE 104	NORMAN	OK	73069-4102
229	[DELETED]	Pocono	[DELETED]	447 OFFICE PLAZA	100 PLAZA CT STE B	EAST STROUDSBURG	PA	18301-8258
230	[DELETED]	Palmerton	[DELETED]	185 DELAWARE AVE SUITE C		PALMERTON	PA	18071-1716
231	[DELETED]	Jennersville	[DELETED]	1011 W BALTIMORE PIKE		WEST GROVE	PA	19390-9400
232	[DELETED]	Lewistown	[DELETED]	611 ELECTRIC AVE		LEWISTOWN	PA	17044-1128
233	[DELETED]	Lemoyne (Camp Hill)	[DELETED]	425 N 21ST ST	PLAZA 21 BLDG 1ST FL	CAMP HILL	PA	17011-2223
234	[DELETED]	Upland	[DELETED]	ONE MED CTR BLVD	STE 120	UPLAND	PA	19013-3995
235	[DELETED]	South Philadelphia	[DELETED]	109 DICKINSON ST		PHILADELPHIA	PA	19147-6107
236	[DELETED]	Exton	[DELETED]	710 SPRINGDALE DR		EXTON	PA	19341-2801
237	[DELETED]	Northeast Philadelphia	[DELETED]	518 KNORR ST		PHILADELPHIA	PA	19111-4604
238	[DELETED]	Longview	[DELETED]	425 N FREDONIA ST		LONGVIEW	TX	75601-6427
239	[DELETED]	Marshall-RTC	[DELETED]	1301 S WASHINGTON AVE		MARSHALL	TX	75670-6215
240	[DELETED]	Conroe	[DELETED]	500 MEDICAL CENTER BLVD	STE 175	CONROE	TX	77304-2899
241	[DELETED]	San Marcos	[DELETED]	TDC PLAZA	1820 PETER GARZA ST	SAN MARCOS	TX	78666-7407
242	[DELETED]	Sherman	[DELETED]	205 W LAMBERTH RD		SHERMAN	TX	75092-2659
243	[DELETED]	Tomball	[DELETED]	27720-A TOMBALL PARKWAY		TOMBALL	TX	77375-6472
244	[DELETED]	Cleveland	[DELETED]	CROLEY CENTER	600 E HOUSTON STE 630	CLEVELAND	TX	77327-4689
245	[DELETED]	Livingston	[DELETED]	209 W PARK DR		LIVINGSTON	TX	77351
246	[DELETED]	Kingwood	[DELETED]	2300 GREEN OAK DR	STE 500	KINGWOOD	TX	77339-2046
247	[DELETED]	NW San Antonio	[DELETED]	8132 FREDERICKSBURG RD		SAN ANTONIO	TX	78229-3312
248	[DELETED]	San Antonio	[DELETED]	1211 E COMMERCE		SAN ANTONIO	TX	78205-3307
249	[DELETED]	North Houston	[DELETED]	129 LITTLE YORK RD		HOUSTON	TX	77076-1020
250	[DELETED]	Omni	[DELETED]	9350 KIRBY DR	STE 110	HOUSTON	TX	77054-2528
251	[DELETED]	Victoria	[DELETED]	1405 VICTORIA STATION DRIVE		VICTORIA	TX	77901-3092
252	[DELETED]	Lufkin	[DELETED]	700 S JOHN REDDITT DR		LUFKIN	TX	75904-3145
253	[DELETED]	Gonzales	[DELETED]	1406 N SARAH DEWITT DRIVE		GONZALES	TX	78629-2702
254	[DELETED]	Denison	[DELETED]	1220 REBA MCENTIRE LANE		DENISON	TX	75020-9057
255	[DELETED]	South San Antonio	[DELETED]	MISSION TERRACE OFFICE PARK	1313 SE MILITARY DR STE 111	SAN ANTONIO	TX	78214-2850

256	[DELETED]	Austin (Waterloo)	[DELETED]	4200 N LAMAR BLVD	STE 100	AUSTIN	TX	78756-3420
257	[DELETED]	S. Austin (El Milagro)	[DELETED]	2800 S INTERSTATE HWY 35	STE 120	AUSTIN	TX	78704-5700
258	[DELETED]	SW San Antonio	[DELETED]	7515 BARLITE BLVD		SAN ANTONIO	TX	78224-1311
259	[DELETED]	Bedford	[DELETED]	1401A BROWN TRAIL		BEDFORD	TX	76022-7014
260	[DELETED]	TRC Med Cntr	[DELETED]	5610 ALMEDA RD		HOUSTON	TX	77004-7515
261	[DELETED]	Chesapeake	[DELETED]	1400 CROSSWAYS BLVD	CROSSWAYS II STE 106	CHESAPEAKE	VA	23320-2839
262	[DELETED]	Hopewell	[DELETED]	301 W BROADWAY		HOPEWELL	VA	23860-2645
263	[DELETED]	Newport News	[DELETED]	711 79TH STREET		NEWPORT NEWS	VA	23605-2767
264	[DELETED]	Norfolk	[DELETED]	962 NORFOLK SQUARE		NORFOLK	VA	23502-3212
265	[DELETED]	Virginia Beach	[DELETED]	740 INDEPENDENCE CIRCLE		VIRGINIA BEACH	VA	23455-6438
266	[DELETED]	Ghent (Norfolk)	[DELETED]	901 HAMPTON BLVD	STE 200	NORFOLK	VA	23507-1503
267	[DELETED]	Palmer	[DELETED]	30 COMMUNITY DR		EASTON	PA	18045-2658
268	[DELETED]	Burgaw	[DELETED]	704 S DICKERSON ST	PO BOX 1391	BURGAW	NC	28425
269	[DELETED]	Elizabethtown	[DELETED]	101 DIALYSIS DR		ELIZABETHTOWN	NC	28337
270	[DELETED]	Jacksonville	[DELETED]	14 OFFICE PARK DR		JACKSONVILLE	NC	28546
271	[DELETED]	Kenansville	[DELETED]	305 BEASLEY ST		KENANSVILLE	NC	28349
272	[DELETED]	Shallotte	[DELETED]	4770 SHALLOTTE AVE		SHALLOTTE	NC	28470
273	[DELETED]	Whiteville	[DELETED]	608 PECAN LN		WHITEVILLE	NC	28472
274	[DELETED]	Wilmington	[DELETED]	2215 YAUPON DR		WILMINGTON	NC	28401
275	[DELETED]	Deerfield	[DELETED]	1983 W HILLSBORO BLVD		DEERFIELD BEACH	FL	33442-1418
276	[DELETED]	Pampano Beach	[DELETED]	1311 E ATLANTIC BLVD		POMPANO BEACH	FL	33060-6744
277	[DELETED]	Tamarack	[DELETED]	7140 WEST MCNAB RD		TAMARAC	FL	33321-5306
278	[DELETED]	Atlantic AKC	[DELETED]	6 INDUSTRIAL WAY W	STE B	EATONTOWN	NJ	07724-2268
279	[DELETED]	Rowan/Kannapolis	[DELETED]	1607 N MAIN ST		KANNAPOLIS	NC	28081

280	[DELETED]	Cortez	[DELETED]	610 E MAIN	STE C	CORTEZ	CO	81321-3308
281	[DELETED]	West Bountiful	[DELETED]	724 WEST 500 S	STE 300	WEST BOUNTIFUL	UT	84087-1471
282	[DELETED]	Meherrin	[DELETED]	201-A WEAVER AVE		EMPORIA	VA	23847-1248
283	[DELETED]	Montclair	[DELETED]	5050 PALO VERDE ST	STE 100	MONTCLAIR	CA	91763-2329
284	[DELETED]	Pipestone	[DELETED]	916 4TH AVE SW	911 FIFTH AVE SW	PIPESTONE	MN	56164-1054
285	[DELETED]	Washington	[DELETED]	154 WASHINGTON PLAZA		WASHINGTON	GA	30673-2074
286	[DELETED]	Elberton	[DELETED]	894 ELBERT STREET		ELBERTON	GA	30635-2628
287	[DELETED]	Gulf Breeze	[DELETED]	1121 OVERCASH DR	A	DUNEDIN	FL	34698-5522
288	[DELETED]	Asheville	[DELETED]	1600 CENTREPARK DRIVE		ASHEVILLE	NC	28805-6206
289	[DELETED]	Sylva	[DELETED]	655 ASHEVILLE HWY		SYLVA	NC	28779
290	[DELETED]	Hendersonville (Ashville)	[DELETED]	500 BEVERLY HANKS CTR	HWY 25 N	HENDERSONVILLE	NC	28792
291	[DELETED]	Memorial	[DELETED]	4427 S ROBERTSON ST		NEW ORLEANS	LA	70115-6308
292	[DELETED]	Warner Robbins	[DELETED]	509 N HOUSTON RD		WARNER ROBINS	GA	31093-8844
293	[DELETED]	Macon - Middle Georgia (DCMG)	[DELETED]	747 SECOND ST		MACON	GA	31201-6835
294	[DELETED]	Oakland PD	[DELETED]	2633 TELEGRAPH AVE	STE 115	OAKLAND	CA	94612-1744
295	[DELETED]	Fairfax	[DELETED]	8501 ARLINGTON BLVD	STE 100	FAIRFAX	VA	22031-4625
296	[DELETED]	Houston SW	[DELETED]	11111 BROOKLET DR	BLDG 100 STE 100	HOUSTON	TX	77099-3555
297	[DELETED]	Pikes Peak	[DELETED]	2002 LELARAY ST	STE 130	COLORADO SPRINGS	CO	80909-2804
298	[DELETED]	Printers Place (International)	[DELETED]	2802 INTERNATIONAL CIRCLE		COLORADO SPRINGS	CO	80910-3127
299	[DELETED]	Lakewood Colorado	[DELETED]	1750 PIERCE ST		LAKEWOOD	CO	80214-1434
300	[DELETED]	Boulder (remodeling 5/00)	[DELETED]	2880 FOLSOM DR	STE 110	BOULDER	CO	80304-3739
301	[DELETED]	Thornton	[DELETED]	8800 FOX DR		THORNTON	CO	80260-6880
302	[DELETED]	Arvada	[DELETED]	9950 W 80TH AVE	STE 25	ARVADA	CO	80005-3927
303	[DELETED]	Ft. Lauderdale	[DELETED]	6264 N FEDERAL HIGHWAY		FORT LAUDERDALE	FL	33308-1904
304	[DELETED]	Houston Cypress Station	[DELETED]	221 FM 1960 RD W	SUITE H	HOUSTON	TX	77090-3515
305	[DELETED]	Erie County (Buffalo I)	[DELETED]	1461 KENSINGTON AVE		BUFFALO	NY	14215-1436
306	[DELETED]	UCLA Pediatrics	[DELETED]	200 UCLA MEDICAL PLAZA	STE 565	LOS ANGELES	CA	90095-8344
307	[DELETED]	Bronx	[DELETED]	1615 EASTCHESTER RD		BRONX	NY	10461-2603
308	[DELETED]	Catskill	[DELETED]	139 FORESTBURGH RD		MONTICELLO	NY	12701-2348
309	[DELETED]	Riverdale	[DELETED]	170 W 233RD ST		BRONX	NY	10463-5639
310	[DELETED]	South Bronx	[DELETED]	1940 WEBSTER AVE		BRONX	NY	10457-4261
311	[DELETED]	Stanten Island (Richmond)	[DELETED]	1366 VICTORY BLVD		STATEN ISLAND	NY	10301-3907
312	[DELETED]	McDonough (9/14/98)	[DELETED]	114 DUNN ST		MCDONOUGH	GA	30253-2347
313	[DELETED]	Milford (Poconos)	[DELETED]	102 DAVITA DRIVE		MILFORD	PA	18337-9311
314	[DELETED]	Honesdale (Poconos)	[DELETED]	STOURBRIDGE MALL	RTE 6 AND MAPLE AVE	HONESDALE	PA	18431-9808
315	[DELETED]	Memorial (Houston) Memorial Dialysis Center, L.P.	[DELETED]	11621 KATY FREEWAY		HOUSTON	TX	77079-1801
316	[DELETED]	Katy Dialysis Center	[DELETED]	22233 KATY FREEWAY		KATY	TX	77450-1741
317	[DELETED]	Cyfair Dialysis Center	[DELETED]	9110 JONES RD	STE 110	HOUSTON	TX	77065-4489
318	[DELETED]	Port Chester	[DELETED]	38 BULKLEY AVE		PORT CHESTER	NY	10573-3902

319	[DELETED]	Franklin Dialysis	[DELETED]	150 SOUTH INDEPENDENCE WEST	101 PUBLIC LEDGER BLDG	PHILADELPHIA	PA	19106-3413
320	[DELETED]	Grand Blanc	[DELETED]	3625 GENESYS PARKWAY		GRAND BLANC	MI	48439-8070
321	[DELETED]	Oxford Court	[DELETED]	930 TOWN CENTER DR	STE G-100	LANGHORNE	PA	19047-3503
322	[DELETED]	Antioch	[DELETED]	3100 DELTA FAIR BLVD		ANTIOCH	CA	94509-4001
323	[DELETED]	North Palm Beach	[DELETED]	3375 BURNS RD	STE 101	PALM BEACH GARDENS	FL	33410-4349
324	[DELETED]	Lodi	[DELETED]	1610 WEST KETTLEMAN LANE	STE D	LODI	CA	95242-3731
325	[DELETED]	United	[DELETED]	3111 LONG BEACH BLVD		LONG BEACH	CA	90807-5015
326	[DELETED]	Premier	[DELETED]	7612 ATLANTIC AVE		CUDAHY	CA	90201-5020
327	[DELETED]	Salinas	[DELETED]	955 BLANCO CIR	STE C	SALINAS	CA	93901-4456
328	[DELETED]	Lowry I	[DELETED]	7465 E 1ST AVE	STE A	DENVER	CO	80230-6877
329	[DELETED]	Ypsilanti	[DELETED]	2766 WASHENTAW AVENUE		YPSILANTI	MI	48197-1506
330	[DELETED]	Eastpoint	[DELETED]	2669 CHURCH ST		EAST POINT	GA	30344-3115
331	[DELETED]	Celia Dill (Putnam Hospital)	[DELETED]	BARNS OFFICE CENTER	667 STONLEIGH AVE STE 123	CARMEL	NY	10512-2455
332	[DELETED]	Elmbrook	[DELETED]	8101 BROOKRIVER DR		DALLAS	TX	75247-4003
333	[DELETED]	Elk City Kidney Center	[DELETED]	216 SOUTH BRIDGE ST		ELKTON	MD	21921-5915
334	[DELETED]	Ocala East	[DELETED]	2870 SE 1ST AVE		OCALA	FL	34471-0406
335	[DELETED]	Ocala West	[DELETED]	9401 SW HWY 200	BLDG 600	OCALA	FL	34481-9612
336	[DELETED]	Ocala South	[DELETED]	13940 US HWY 441	BLDG 400	LADY LAKE	FL	32159-8908

337	[DELETED]	Delta Sierra Dialysis	[DELETED]	555 W BENJAMIN HOLT DR	STE 200	STOCKTON	CA	95207-3839
338	[DELETED]	Olympic View	[DELETED]	125 16TH AVE	E CSB 5TH FL	SEATTLE	WA	98112-5211
339	[DELETED]	Pratt	[DELETED]	203 WATSON	STE 110	PRATT	KS	67124-3066
340	[DELETED]	Buffalo (Buffalo II)	[DELETED]	550 ORCHARD PARK RD		WEST SENECA	NY	14224-2646
341	[DELETED]	Woodland	[DELETED]	912 WOODLAND DR	STE B	ELIZABETHTOWN	KY	42701-2746
342	[DELETED]	Taylor	[DELETED]	101 KINGSWOOD DR		CAMPBELLSVILLE	KY	42718-9634
343	[DELETED]	Gary	[DELETED]	4802 BROADWAY		GARY	IN	46408-4509
344	[DELETED]	Hammond	[DELETED]	222 DOUGLAS ST		HAMMOND	IN	46320-1960
345	[DELETED]	Valparaiso	[DELETED]	606 E LINCOLNWAY		VALPARAISO	IN	46383-5728
346	[DELETED]	Michigan City	[DELETED]	120 DUNES PLAZA		MICHIGAN CITY	IN	46360-7338
347	[DELETED]	Munster	[DELETED]	8317 CALUMET AVE	STE A	MUNSTER	IN	46321-1723
348	[DELETED]	South County-Deaconess	[DELETED]	4145 UNION RD		ST LOUIS	MO	63129-1064
349	[DELETED]	South Hayward	[DELETED]	254 JACKSON ST		HAYWARD	CA	94544-1907
350	[DELETED]	Dyker Heights	[DELETED]	1435 86TH ST		BROOKLYN	NY	11228-3407
351	[DELETED]	Clarkston (Mid Oakland) Dialysis	[DELETED]	6770 DIXIE HWY	STE 205	CLARKSTON	MI	48346-2087
352	[DELETED]	Hudson Valley	[DELETED]	155 WHITE PLAINS RD		TARRYTOWN	NY	10591-5523
353	[DELETED]	Central Tulsa	[DELETED]	1124 S ST LOUIS AVENUE		TULSA	OK	74120-5413
354	[DELETED]	Okmulgee	[DELETED]	1101 S BELMONT AVE	STE 204	OKMULGEE	OK	74447-6307
355	[DELETED]	Muskogee	[DELETED]	2913 AZALEA PARK BLVD		MUSKOGEE	OK	74401-2283
356	[DELETED]	Miami-Oklahoma	[DELETED]	2510 N MAIN STREET		MIAMI	OK	74354-1602
357	[DELETED]	Stilwell	[DELETED]	319 N 2ND ST		STILWELL	OK	74960-2609
358	[DELETED]	East Chicago	[DELETED]	4320 FIR ST	STE 404	EAST CHICAGO	IN	46312-3052
359	[DELETED]	Hope (Sentara Hampton)	[DELETED]	300 MARCELLA RD		HAMPTON	VA	23666-2432
360	[DELETED]	TRC Fort Pierce (	[DELETED]	1801 S 23RD ST	STE 1	FORT PIERCE	FL	34950-4830
361	[DELETED]	Detroit (Eastern mrkt)	[DELETED]	2674 E JEFFERSON AVE		DETROIT	MI	48207-4129
362	[DELETED]	White Plains	[DELETED]	200 HAMILTON AVE	STE 13B	WHITE PLAINS	NY	10601-1812
363	[DELETED]	Crescent Heights	[DELETED]	8151 BEVERLY BLVD		LOS ANGELES	CA	90048-4514
364	[DELETED]	Pahrump Dialysis	[DELETED]	1460 E CALVADA BLVD		PAHRUMP	NV	89048-5822
365	[DELETED]	Cherokee Dialysis Center	[DELETED]	53 ECHOTA CHURCH RD		CHEROKEE	NC	28719-9702
366	[DELETED]	Utah Valley	[DELETED]	1055 NORTH 500 WEST	STE 221	PROVO	UT	84604-6103
367	[DELETED]	Washington Plaza	[DELETED]	516-522 E WASHINGTON BLVD		LOS ANGELES	CA	90015-3723
368	[DELETED]	Commerce City	[DELETED]	6320 HOLLY ST		COMMERCE CITY	CO	80022-3325
369	[DELETED]	Bloomington Dialysis	[DELETED]	8591 LYNDALE AVE S		BLOOMINGTON	MN	55420-2237
370	[DELETED]	Kent Community Dialysis	[DELETED]	21501 84TH AVE S		KENT	WA	98032-1960
371	[DELETED]	Florin Dialyis	[DELETED]	7000 STOCKTON BLVD		SACRAMENTO	CA	95823-2312
372	[DELETED]	South Las Vegas Dialysis	[DELETED]	2250 S RANCHO DR	SUITE 115	LAS VEGAS	NV	89102-4456
373	[DELETED]	Longmont Dialysis	[DELETED]	1700 KYLIE DR	STE 170	LONGMONT	CO	80501-9772
374	[DELETED]	Great Bridge	[DELETED]	745 BATTLEFIELD BLVD N		CHESAPEAKE	VA	23320-4942
375	[DELETED]	Weaverville Dialysis	[DELETED]	329 MERRIMON AVE		WEAVERVILLE	NC	28787-9253
376	[DELETED]	Lakewood Crossing	[DELETED]	1057 S WADSWORTH BLVD	STE 100	LAKEWOOD	CO	80226-4360
377	[DELETED]	Jackson	[DELETED]	234 WEST LOUIS GLICK HWY		JACKSON	MI	49201-1226
378	[DELETED]	Englewood	[DELETED]	3247 S LINCOLN ST		ENGLEWOOD	CO	80113-2512
379	[DELETED]	Harford Road Dialysis	[DELETED]	5800 HARFORD RD		BALTIMORE	MD	21214-1847
380	[DELETED]	Arcadia	[DELETED]	1341 E OAK ST		ARCADIA	FL	34266-8902

381	[DELETED]	Richmond Community	[DELETED]	1510 N 28TH ST	STE 110	RICHMOND	VA	23223-5332
382	[DELETED]	Henderson	[DELETED]	1002 US HWY 79 N		HENDERSON	TX	75652-6008
383	[DELETED]	Augusta	[DELETED]	1631 GORDON HIGHWAY	STE 1B	AUGUSTA	GA	30906-2219
384	[DELETED]	Boston Post Road (fka Co-op)	[DELETED]	4026 BOSTON RD		BRONX	NY	10475-1100
385	[DELETED]	Peekskill	[DELETED]	2050 EAST MAIN STREET	SUITE 15	CORTLANDT MANOR	NY	10567-2502
386	[DELETED]	Queens	[DELETED]	118-01 GUY BREWER BLVD		JAMAICA	NY	11434-2101
387	[DELETED]	Soundview	[DELETED]	1622-24 BRUCKNER BLVD		BRONX	NY	10473-4553
388	[DELETED]	Port Washington	[DELETED]	50 SEAVIEW BLVD		PORT WASHINGTON	NY	11050-4618
389	[DELETED]	Lynbrook	[DELETED]	147 SCRANTON AVE		LYNBROOK	NY	11563-2808
390	[DELETED]	Yonkers Dialysis Center	[DELETED]	575 YONKERS AVE		YONKERS	NY	10704-2601
391	[DELETED]	IHS - Queens Village	[DELETED]	222-02 HEMPSTEAD AVE	STE 170	QUEENS	NY	11429-2123
392	[DELETED]	Coney Island	[DELETED]	26 BRIGHTON 11TH ST		BROOKLYN	NY	11235-5304
393	[DELETED]	Garden City	[DELETED]	1100 STEWART AVE	STE 2	GARDEN CITY	NY	11530-4839

394	[DELETED]	Kenneth Hahn- I.R.A (Willowbrook)	[DELETED]	11854 S WILMINGTON AVE		LOS ANGELES	CA	90059-3016
395	[DELETED]	North Highland	[DELETED]	4986 WATT AVE	SUITE F	NORTH HIGHLANDS	CA	95660-5182
396	[DELETED]	TRC Orangevale	[DELETED]	9267 GREENBACK LN	STE A-2	ORANGEVALE	CA	95662-4863
397	[DELETED]	Forest Park Dialysis Center	[DELETED]	380 FOREST PARKWAY	STE C	FOREST PARK	GA	30297-2107
398	[DELETED]	Grant Park Nursing Home Dialysis	[DELETED]	5000 NANNIE HELEN BURROUGHS AVE NE	WASHINGTON	DC	20019-5506	
399	[DELETED]	Fourth Street Dialysis	[DELETED]	3101 N 4TH ST	SUITE B	LONGVIEW	TX	75605-5142
400	[DELETED]	Bay Breeze	[DELETED]	11465 ULMERTON RD		LARGO	FL	33778-1602
401	[DELETED]	Hopi	[DELETED]	HWY 264	POB 964	POLACCA	AZ	86042-0964
402	[DELETED]	Orlando Dialysis	[DELETED]	14050 TOWN LOOP BLVD	STE 104-A	ORLANDO	FL	32837-6130
403	[DELETED]	Celebration Dialysis	[DELETED]	1154 CELEBRATION BLVD		CELEBRATION	FL	34747-4605
404	[DELETED]	Mt. Dora Dialysis	[DELETED]	2735 WEST OLD US HWY 441		MOUNT DORA	FL	32757-3526
405	[DELETED]	Lake Dialysis	[DELETED]	221 N 1ST ST		LEESBURG	FL	34748-5150
406	[DELETED]	Puyallup Community Dialysis	[DELETED]	716C SOUTH HILL PARK DR		PUYALLUP	WA	98373-1445
407	[DELETED]	Towson Dialysis	[DELETED]	113 WEST RD	STE 201	TOWSON	MD	21204-2300
408	[DELETED]	First Landing	[DELETED]	1745 CAMELOT DR	STE 100	VIRGINIA BEACH	VA	23454-2435
409	[DELETED]	Purcellville	[DELETED]	280 HATCHER AVE		PURCELLVILLE	VA	20132-3193
410	[DELETED]	Iris City	[DELETED]	521 N EXPRESSWAY VILLAGE	STE 1509	GRIFFIN	GA	30223-2073
411	[DELETED]	Slidell Kidney Care	[DELETED]	1150 ROBERT BLVD	STE 240	SLIDELL	LA	70458-2004
412	[DELETED]	Rivertowne Dialysis	[DELETED]	6192 OXON HILL RD	1ST FL	OXON HILL	MD	20745-3114
413	[DELETED]	Pearland Dialysis	[DELETED]	6516 BROADWAY	STE 122	PEARLAND	TX	77581-7879
414	[DELETED]	East Aurora Dialysis	[DELETED]	482 S CHAMBERS RD		AURORA	CO	80017-2092
415	[DELETED]	Merrillville Dialysis	[DELETED]	9223 TAFT		MERRILLVILLE	IN	46410-6911
416	[DELETED]	Bricktown Dialysis	[DELETED]	525 JACK MARTIN BLVD	2ND FL	BRICK	NJ	08724-7735
417	[DELETED]	Sapulpa	[DELETED]	9647 RIDGEVIEW ST		TULSA	OK	74131-6205
418	[DELETED]	Ellijay Dialysis	[DELETED]	449 INDUSTRIAL BLVD	STE 240	ELLIJAY	GA	30540-3781
419	[DELETED]	Gainesville Dialysis	[DELETED]	2545 FLINTRIDGE RD	STE 130	GAINESVILLE	GA	30501-7426
420	[DELETED]	Newnan Dialysis	[DELETED]	1565 EAST HIGHWAY 34	STE 130	NEWNAN	GA	30265-1325
421	[DELETED]	Woodstock Dialysis	[DELETED]	2001 PROFESSIONAL PARKWAY	STE 100	WOODSTOCK	GA	30188-6442
422	[DELETED]	Ocala Regional Kidney Center - North	[DELETED]	2620 W HWY 316		CITRA	FL	32113-3555
423	[DELETED]	Pin Oak Dialysis	[DELETED]	1302 PIN OAK RD		KATY	TX	77494
424	[DELETED]	Imperial Care Dialysis	[DELETED]	4345 EAST IMPERIAL HIGHWAY		LYNWOOD	CA	90262-2318
425	[DELETED]	St. Louis Park Dialysis	[DELETED]	3505 LOUISIANA AVE SOUTH		ST LOUIS PARK	MN	55426-4121
426	[DELETED]	Minneapolis NE Dialysis	[DELETED]	1049 10TH AVE SE		MINNEAPOLIS	MN	55414-1312
427	[DELETED]	Flushing Dialysis	[DELETED]	3469 PIERSON PLACE	STE A	FLUSHING	MI	48433-2413
428	[DELETED]	Dialysis Systems of Covington	[DELETED]	210 GREENBRIAR BLVD		COVINGTON	LA	70433-7235
429	[DELETED]	Dialysis Systems of Hammond	[DELETED]	15799 PROFESSIONAL PLAZA		HAMMOND	LA	70403-1452
430	[DELETED]	Independence Renal Care	[DELETED]	12392 HIGHWAY 40		INDEPENDENCE	LA	70443-4813

431	[DELETED]	Soledad Dialysis	[DELETED]	901 LOS COCHES DR		SOLEDAD	CA	93960-2995
432	[DELETED]	Lake Elsinore Dialysis	[DELETED]	32291 MISSION TRAIL RD	BLDG S	LAKE ELSINORE	CA	92530-4424
433	[DELETED]	Clinton Dialysis Center	[DELETED]	150 SOUTH 31ST ST		CLINTON	OK	73601-3660
434	[DELETED]	Bakers Ferry	[DELETED]	3645 BAKERS FERRY RD		ATLANTA	GA	30331-3712
435	[DELETED]	Fowlerville	[DELETED]	206 E GRAND RIVER AVE		FOWLERVILLE	MI	48836
436	[DELETED]	Hermiston	[DELETED]	1155 W LINDA AVE		HERMISTON	OR	97838-9600
437	[DELETED]	Yakima	[DELETED]	1221 NORTH 16TH AVE		YAKIMA	WA	98902-1347
438	[DELETED]	Madison	[DELETED]	302 HIGHWAY ST		MADISON	NC	27025
439	[DELETED]	Swannanoa Dialysis	[DELETED]	2305 US HIGHWAY 70		SWANNANOA	NC	28778-8207
440	[DELETED]	NE Wichita Dialysis	[DELETED]	2630 N WEBB RD	BLDG 100 STE 100	WICHITA	KS	67226-8110
441	[DELETED]	Chadbourn Dialysis	[DELETED]	210 E STRAWBERRY BLVD		CHADBOURN	NC	28431-1418
442	[DELETED]	Western Home Dialysis	[DELETED]	1750 PIERCE ST	STE A	LAKEWOOD	CO	80214-1941
443	[DELETED]	Tustin Dialysis	[DELETED]	2090 N TUSTIN AVE	STE 100	SANTA ANA	CA	92705-7827
444	[DELETED]	Appomatox (Petersburg)	[DELETED]	15 W OLD ST		PETERSBURG	VA	23803-3221
445	[DELETED]	Maryville Dialysis	[DELETED]	2130 VADALABENE DR		MARYVILLE	IL	62062-5632
446	[DELETED]	Mission Hills	[DELETED]	2700 NORTH STANTON		EL PASO	TX	79902-2500
447	[DELETED]	Moncrief	[DELETED]	800 WEST 34TH ST	STE 101	AUSTIN	TX	78705-1102
448	[DELETED]	Southfield West Dialysis	[DELETED]	CENTRAL BUSINESS PARK	21900 MELROSE AVE, STE 4	SOUTHFIELD	MI	48075-7967
449	[DELETED]	Neptune Dialysis	[DELETED]	2180 BRADLEY AVE		NEPTUNE	NJ	07753-4427
450	[DELETED]	Portsmouth Dialysis	[DELETED]	2000 HIGH ST		PORTSMOUTH	VA	23704-3012

451	[DELETED]	Tokay Dialysis	[DELETED]	312 S FAIRMONT AVE	STE A	LODI	CA	95240-3840
452	[DELETED]	Mt. Pocono Dialysis	[DELETED]	100 COMMUNITY DR	STE 106	TOBYHANNA	PA	18466-8986
453	[DELETED]	Greater Portsmouth	[DELETED]	3516 QUEEN ST		PORTSMOUTH	VA	23707-3238
454	[DELETED]	Peninsula Dialysis	[DELETED]	716 DENBIGH BLVD	STE D1 AND D2	NEWPORT NEWS	VA	23608-4414
455	[DELETED]	Saginaw Dialysis	[DELETED]	1527 E GENESEE ST		SAGINAW	MI	48601-1755
456	[DELETED]	Churchview Dialysis	[DELETED]	5970 CHURCHVIEW DR		ROCKFORD	IL	61107-2574
457	[DELETED]	Freeport Dialysis	[DELETED]	1028 KUNKLE BLVD		FREEPORT	IL	61032-3801
458	[DELETED]	Rockford Dialysis	[DELETED]	2400 NORTH ROCKTON AVENUE	STE D-1	ROCKFORD	IL	61103-3655
459	[DELETED]	Whiteside Dialysis	[DELETED]	2600 NORTH LOCUST	SUITE D - DIALYSIS UNIT	STERLING	IL	61081-4602
460	[DELETED]	Pikesville Dialysis	[DELETED]	1500 REISTERSTOWN ROAD	SUITE 220	PIKESVILLE	MD	21208-4339
461	[DELETED]	Waynesville Dialysis	[DELETED]	11 PARK TERRACE DR		CLYDE	NC	28721-7445
462	[DELETED]	Davison Dialysis	[DELETED]	1011 S STATE ST		DAVISON	MI	48423-1903
463	[DELETED]	Flint Dialysis	[DELETED]	TWO HURLEY PLAZA	STE 115	FLINT	MI	48503-5902
464	[DELETED]	Hallwood Dialysis	[DELETED]	4929 CLIO RD	STE B	FLINT	MI	48504-1886
465	[DELETED]	Park Plaza Dialysis	[DELETED]	G-1075 N BALLENGER HWY		FLINT	MI	48504-4431
466	[DELETED]	Rosemead Springs Dialysis	[DELETED]	3212 ROSEMEAD BLVD		EL MONTE	CA	91731-2807
467	[DELETED]	Scottsdale Dialysis	[DELETED]	4725 N SCOTTSDALE RD	STE 100	SCOTTSDALE	AZ	85251-7621
468	[DELETED]	Washington Parish Dialysis	[DELETED]	724 WASHINGTON ST		FRANKLINTON	LA	70438-1790
469	[DELETED]	Brookhollow Dialysis	[DELETED]	4918 W 34TH ST		HOUSTON	TX	77092-6606
470	[DELETED]	West Detroit Dialysis	[DELETED]	12950 W CHICAGO		DETROIT	MI	48228-2651
471	[DELETED]	Sierra Rose Dialysis	[DELETED]	685 SIERRA ROSE DR		RENO	NV	89511-2060
472	[DELETED]	Creekside	[DELETED]	141 PARKER ST		VACAVILLE	CA	95688-3913
473	[DELETED]	Middletown	[DELETED]	500 STATE ROUTE 35	UNION SQUARE PLAZA	RED BANK	NJ	07701-5038
474	[DELETED]	Southwest Ohio Dialysis	[DELETED]	215 SOUTH ALLISON AVENUE		XENIA	OH	45385-3625
475	[DELETED]	Oak Park	[DELETED]	13481 W TEN MILE RD		OAK PARK	MI	48237-4633
476	[DELETED]	Eden Prairie	[DELETED]	14852 SCENIC HEIGHTS ROAD	STE 255 BLDG B	EDEN PRAIRIE	MN	55344-2320
477	[DELETED]	Owensboro Dialysis	[DELETED]	1930 EAST PARRISH AVENUE		OWENSBORO	KY	42303-1443
478	[DELETED]	Tell City Dialysis	[DELETED]	1602 MAIN STREET		TELL CITY	IN	47586-1310
479	[DELETED]	Crestwood Dialysis	[DELETED]	9901 WATSON ROAD	SUITE 125	ST LOUIS	MO	63126-1855
480	[DELETED]	Copperfield Dialysis	[DELETED]	1030 VINEHAVEN DRIVE		CONCORD	NC	28025-2438
481	[DELETED]	North Georgia Dialysis	[DELETED]	11685 ALPHARETTA HWY	STE 100	ROSWELL	GA	30076-4910
482	[DELETED]	Grand Island Dialysis	[DELETED]	603 SOUTH WEBB ROAD		GRAND ISLAND	NE	68803-5141
483	[DELETED]	Harlan Dialysis	[DELETED]	1213 GARFIELD AVENUE		HARLAN	IA	51537-2057
484	[DELETED]	Shenandoah Dialysis	[DELETED]	300 PERSHING AVENUE		SHENANDOAH	IA	51601-2355
485	[DELETED]	Germantown Dialysis	[DELETED]	20111 CENTURY BLVD	STE C	GERMANTOWN	MD	20874-9165
486	[DELETED]	Lamplighter Dialysis	[DELETED]	12654 LAMPLIGHTER		ST LOUIS	MO	63128-2746

				SQUARE				
487	[DELETED]	Kidney Care of Largo	[DELETED]	1300 MERCANTILE LN	STE 194	UPPER MARLBORO	MD	20774-5339
488	[DELETED]	Kidney Care of Laurel	[DELETED]	14631 LAUREL BOWIE ROAD		LAUREL	MD	20707
489	[DELETED]	Durant Dialysis	[DELETED]	411 WESTSIDE DRIVE		DURANT	OK	74701-2932
490	[DELETED]	Palm Brook Dialysis	[DELETED]	14664 NORTH DEL WEBB BLVD		SUN CITY	AZ	85351-2137
491	[DELETED]	Cambridge Dialysis	[DELETED]	300 BYRN STREET		CAMBRIDGE	MD	21613-1908
492	[DELETED]	Reston Dialysis Center	[DELETED]	1875 CAMPUS COMMONS DRIVE	SUITE 110	RESTON	VA	20191-1564
493	[DELETED]	Franconia Dialysis	[DELETED]	5695 KING CENTER DRIVE		ALEXANDRIA	VA	22315-5737
494	[DELETED]	Eagan Dialysis	[DELETED]	2750 BLUE WATER RD	SUITE 300	EAGAN	MN	55121-1400
495	[DELETED]	Central Des Moines Dialysis	[DELETED]	1215 PLEASANT ST	STE 106	DES MOINES	IA	50309-1405
496	[DELETED]	West Des Moines Dialysis	[DELETED]	6800 LAKE DRIVE	SUITE 185	WEST DES MOINES	IA	50266-2503
497	[DELETED]	Creston Dialysis	[DELETED]	1700 WEST TOWNLINE STREET		CRESTON	IA	50801-1054
498	[DELETED]	Atlantic Dialysis	[DELETED]	1500 EAST 10TH STREET		ATLANTIC	IA	50022-1935
499	[DELETED]	Newton Dialysis	[DELETED]	204 N 4TH STREET E		NEWTON	IA	50208-3100
500	[DELETED]	Dialysis of Des Moines	[DELETED]	501 SW 7TH STREET	SUITE B	DES MOINES	IA	50309-4536
501	[DELETED]	Bellevue Dialysis	[DELETED]	3535 FACTORIA BLVD SE	SUITE 150	BELLEVUE	WA	98006-1290
502	[DELETED]	Somerset Dialysis	[DELETED]	240 CHURCHILL AVE		SOMERSET	NJ	08873-3451
503	[DELETED]	East Ft. Lauderdale Dialysis	[DELETED]	1301 SOUTH ANDREWS AVE	STE 101	FT LAUDERDALE	FL	33315-1823
504	[DELETED]	Spring Branch Dialysis	[DELETED]	1425 BLALOCK	SUITE 100	HOUSTON	TX	77055-4446
505	[DELETED]	Battle Creek Dialysis	[DELETED]	220 E GOODALE AVE		BATTLE CREEK	MI	49037-2728
506	[DELETED]	Hampton Avenue Dialysis	[DELETED]	1425 HAMPTON AVENUE		ST LOUIS	MO	63139-3115
507	[DELETED]	Bogalusa Kidney Care	[DELETED]	2108 SOUTH AVE F		BOGALUSA	LA	70427

508	[DELETED]	Bardstown Dialysis	[DELETED]	210 WEST JOHN FITCH AVE		BARDSTOWN	KY	40004-1115
509	[DELETED]	Newport Dialysis	[DELETED]	605 WEST NEWPORT PIKE		NEWPORT	DE	19804-3235
510	[DELETED]	Southern Pines	[DELETED]	209 WINDSTAR PLACE		SOUTHERN PINES	NC	28387-7086
511	[DELETED]	Montclare Dialysis	[DELETED]	7009 W BELMONT		CHICAGO	IL	60634-4533
512	[DELETED]	Southern Hills	[DELETED]	9280 W SUNSET RD	SUITE 110	LAS VEGAS	NV	89148-4846
513	[DELETED]	Kilgore Dialysis	[DELETED]	209 HWY 42 NORTH		KILGORE	TX	75662-5019
514	[DELETED]	Brighton Dialysis	[DELETED]	4700 EAST BROMLEY LANE	SUITE 103	BRIGHTON	CO	80601-7821
515	[DELETED]	Union Gap	[DELETED]	1236 AHTANUM RIDGE DR	AHTANUM RIDGE BUSINESS PARK	UNION GAP	WA	98903-1813
516	[DELETED]	Dallas North Dialysis	[DELETED]	11886 GREENVILLE AVE	STE 100B	DALLAS	TX	75243-3502
517	[DELETED]	Grovepark Dialysis	[DELETED]	794 MCDONOUGH ROAD		JACKSON	GA	30233-1572
518	[DELETED]	Eastern Kentucky Dialysis	[DELETED]	167 WEDDINGTON BRANCH ROAD	PIKEVILLE	KY	41501-3204	
519	[DELETED]	Paintsville Dialysis	[DELETED]	4750 S KY ROUTE 321		HAGERHILL	KY	41222-9012
520	[DELETED]	West Virginia Dialysis	[DELETED]	167 STOLLINGS AVENUE		LOGAN	WV	25601-4010
521	[DELETED]	Reidsville Dialysis	[DELETED]	1307 FREEWAY DRIVE		REIDSVILLE	NC	27320-7104
522	[DELETED]	Cuero Kidney Dialysis	[DELETED]	111 EAST ALEXANDER		CUERO	TX	77954-2457
523	[DELETED]	Elk Grove Dialysis	[DELETED]	9281 OFFICE PARK CIRCLE	SUITE 105	ELK GROVE	CA	95758-8068
524	[DELETED]	Weston Dialysis	[DELETED]	2685 EXECUTIVE PARK DR	SUITE 1	WESTON	FL	33331-3651
525	[DELETED]	McCook Dialysis	[DELETED]	801 WEST C STREET		MCCOOK	NE	69001-3537
526	[DELETED]	Hastings Dialysis	[DELETED]	1900 NORTH SAINT JOSEPH AVE		HASTINGS	NE	68901-2652
527	[DELETED]	Capital City Dialysis	[DELETED]	307 NORTH 46TH STREET		LINCOLN	NE	68503-3714
528	[DELETED]	Renal Care of Bowie	[DELETED]	4861 TELSA DRIVE	STES G-H	BOWIE	MD	20715-4318
529	[DELETED]	Renal Care of Takoma Park	[DELETED]	831 UNIVERSITY BLVD E	STE 11	SILVER SPRING	MD	20903-2921
530	[DELETED]	Renal Care of Lanham	[DELETED]	8855 ANNAPOLIS RD	STE 200	LANHAM	MD	20706-2942
531	[DELETED]	Parma Dialysis	[DELETED]	6735 AMES DRIVE		PARMA	OH	44129-5601
532	[DELETED]	Middleburg Heights Dialysis	[DELETED]	17800 JEFFERSON PARK	STE 101	MIDDLEBURG HEIGHTS	OH	44130-3475
533	[DELETED]	Rocky River Dialysis	[DELETED]	20220 CENTER RIDGE RD	STE 050	ROCKY RIVER	OH	44116-3567
534	[DELETED]	Diamond Valley Dialysis	[DELETED]	1030 EAST FLORIDA AVE		HEMET	CA	92543-4511
535	[DELETED]	Murrieta Dialysis	[DELETED]	25100 HANCOCK AVENUE	STE 101	MURRIETA	CA	92562-5973
536	[DELETED]	South Chico Dialysis	[DELETED]	2345 FOREST AVENUE		CHICO	CA	95928-7641
537	[DELETED]	Dixon Kidney Center	[DELETED]	1131 NORTH GALENA AVENUE		DIXON	IL	61021-1015
538	[DELETED]	Grand Rapids	[DELETED]	801 CHERRY ST SE		GRAND RAPIDS	MI	49506-1440
539	[DELETED]	Grand Rapids East	[DELETED]	1230 EKHART ST NE		GRAND RAPIDS	MI	49503-1372
540	[DELETED]	Grand Haven	[DELETED]	16964 ROBBINS RD		GRAND HAVEN	MI	49417-2796
541	[DELETED]	Highland Park	[DELETED]	64 VICTOR ST		HIGHLAND PARK	MI	48203-3128
542	[DELETED]	Cadieux	[DELETED]	6150 CADIEUX ROAD		DETROIT	MI	48224-2006
543	[DELETED]	Montgomery	[DELETED]	1001 FOREST AVENUE		MONTGOMERY	AL	36106-1181
544	[DELETED]	East Montgomery	[DELETED]	6890 WINTON BLOUNT BLVD		MONTGOMERY	AL	36117-3516
545	[DELETED]	Prattville	[DELETED]	1815 GLYNWOOD DRIVE		PRATTVILLE	AL	36066-5584
546	[DELETED]	Elmore	[DELETED]	515 HOSPITAL DRIVE		WETUMPKA	AL	36092-1626

547	[DELETED]	Fitchburg	[DELETED]	551 ELECTRIC AVENUE		FITCHBURG	MA	01420-5371
548	[DELETED]	Rocky Hill	[DELETED]	30 WATERCHASE DRIVE		ROCKY HILL	CT	06067-2110
549	[DELETED]	Middlesex	[DELETED]	100 RIVERVIEW CENTER	STE 11	MIDDLETOWN	CT	06457-3402
550	[DELETED]	Newark	[DELETED]	571 CENTRAL AVENUE		NEWARK	NJ	07107-1463
551	[DELETED]	Johnstown	[DELETED]	344 BUDFIELD STREET		JOHNSTOWN	PA	15904-3214
552	[DELETED]	Ebensburg	[DELETED]	236 JAMESWAY ROAD		EBENSBURG	PA	15931-4207
553	[DELETED]	Walnut Tower	[DELETED]	834 WALNUT STREET		PHILADELPHIA	PA	19107-5109
554	[DELETED]	Ford Road	[DELETED]	3905 FORD RD	1ST FL STE 129	PHILADELPHIA	PA	19131-2899
555	[DELETED]	Lancaster	[DELETED]	1412 EAST KING STREET		LANCASTER	PA	17602-3240
556	[DELETED]	Ephrata	[DELETED]	67 WEST CHURCH STREET		STEVENS	PA	17578-9203
557	[DELETED]	Pinecrest Dialysis	[DELETED]	913 E PINECREST DR		MARSHALL	TX	75670-7309
558	[DELETED]	Westwood Dialysis	[DELETED]	2615 SW TRENTON ST		SEATTLE	WA	98126-3745
559	[DELETED]	Louisville Dialysis	[DELETED]	8037 DIXIE HIGHWAY		LOUISVILLE	KY	40258-1344
560	[DELETED]	Fair Oaks Dialysis	[DELETED]	3955 PENDER DRIVE	ONE PENDER BUSINESS PARK	FAIRFAX	VA	22030-6091
561	[DELETED]	Oak Cliff	[DELETED]	2000 SOUTH LLEWELLYN AVE		DALLAS	TX	75224-1804
562	[DELETED]	Gilmer Dialysis	[DELETED]	519 NORTH WOOD STREET		GILMER	TX	75644-1746
563	[DELETED]	Chicago Heights Dialysis	[DELETED]	177 W JOE ORR ROAD	STE B	CHICAGO HEIGHTS	IL	60411-1733
564	[DELETED]	East Georgia Dialysis	[DELETED]	450 GEORGIA AVENUE	SUITE A	STATESBORO	GA	30458-4949

565	[DELETED]	Northlake Dialysis	[DELETED]	1350 MONTREAL ROAD	STE 200	TUCKER	GA	30084-8144
566	[DELETED]	Down River Dialysis	[DELETED]	5600 ALLEN RD		ALLEN PARK	MI	48101-2604
567	[DELETED]	Belcaro	[DELETED]	755 SOUTH COLORADO BOULEVARD	DENVER	CO	80246-8005	
568	[DELETED]	Sherwood Dialysis Center	[DELETED]	21035 SW PACIFIC HWY		SHERWOOD	OR	97140-8062
569	[DELETED]	Lonetree Dialysis	[DELETED]	9777 MOUNT PYRAMID COURT	SUITE 140	ENGLEWOOD	CO	80112-6017
570	[DELETED]	River Park Dialysis	[DELETED]	2010 SOUTH LOOP 336 WEST	SUITE 200	CONROE	TX	77304-3313
571	[DELETED]	Northshore Dialysis	[DELETED]	106 MEDICAL CENTER DRIVE		SLIDELL	LA	70461-5575
572	[DELETED]	Marysville Dialysis	[DELETED]	1015 8TH STREET		MARYSVILLE	CA	95901-5271
573	[DELETED]	West Georgia Dialysis	[DELETED]	1216 STARK AVENUE		COLUMBUS	GA	31906-2500
574	[DELETED]	East Dearborn Dialysis	[DELETED]	36588 FORD ROAD		WESTLAND	MI	48185-2210
575	[DELETED]	Downtown Houston Dialysis	[DELETED]	2207 CRAWFORD STREET		HOUSTON	TX	77002-8915
576	[DELETED]	Concord Dialysis	[DELETED]	2300 STANWELL DRIVE	SUITE C	CONCORD	CA	94520-4809
577	[DELETED]	Pendleton Dialysis	[DELETED]	7703 HIGHWAY 76		PENDLETON	SC	29670-1818
578	[DELETED]	New Albany Dialysis	[DELETED]	2669 E CHARLESTON RD		NEW ALBANY	IN	47150-2573
579	[DELETED]	Whitesburg Dialysis	[DELETED]	222 HOSPITAL ROAD	SUITE D	WHITESBURG	KY	41858-7627
580	[DELETED]	Jacinto Dialysis	[DELETED]	11515 MARKET STREET RD		HOUSTON	TX	77029-2305
581	[DELETED]	Trinity Kidney Center	[DELETED]	1400 LINDBERG DR	SUITE 101	SLIDELL	LA	70458-8056
582	[DELETED]	Desert Ridge Dialysis	[DELETED]	8573 EAST PRINCESS DRIVE	SUITE 111	SCOTTSDALE	AZ	85255-7823
583	[DELETED]	Transmountain Dialysis	[DELETED]	5255 TRANSMOUNTAIN DRIVE	SUITE B 18	EL PASO	TX	79924-3831
584	[DELETED]	Southcrest Dialysis	[DELETED]	9001 S 101ST E AVENUE	SUITE 110	TULSA	OK	74133
585	[DELETED]	Lake Hearn	[DELETED]	1150 LAKE HEARN DR NE	SUITE 100	ATLANTA	GA	30342-1566
586	[DELETED]	Mt. Greenwood	[DELETED]	3401 WEST 111TH STREET		CHICAGO	IL	60655-3329
587	[DELETED]	Citrus Valley Dialysis Center	[DELETED]	894 HARDT STREET		SAN BERNARDINO	CA	92408-2854
588	[DELETED]	McDowell County Dialysis	[DELETED]	100 SPAULDING DRIVE	SUITE 2	MARION	NC	28752-5172
589	[DELETED]	Leigh Dialysis Center	[DELETED]	420 NORTH CENTER DRIVE	SUITE 128 BUILDING 11	NORFOLK	VA	23502-4019
590	[DELETED]	Dialysis of Lithonia	[DELETED]	2485 PARK CENTRAL BLVD		DECATUR	GA	30035-3902
591	[DELETED]	Embassy Lake Artificial Kidney Center	[DELETED]	11011 SHERIDAN ST	SUITE 308	COOPER CITY	FL	33026-1532
592	[DELETED]	Sun City Dialysis	[DELETED]	600 NEWMAN ST		EL PASO	TX	79902-5543
593	[DELETED]	PDI Worcester	[DELETED]	19 GLENNIE STREET	SUITE A	WORCESTER	MA	01605-3918
594	[DELETED]	Davenport Dialysis Center	[DELETED]	RIDGEVIEW PLAZA	45597 US HIGHWAY 27	DAVENPORT	FL	33897-4519
595	[DELETED]	Cinema Dialysis	[DELETED]	3909 SOUTH WESTERN		OKLAHOMA CITY	OK	73109-3405
596	[DELETED]	Greenwood Dialysis Center	[DELETED]	1345 N LANSING AVENUE		TULSA	OK	74106-5911
597	[DELETED]	TRC Alamosa Diakysis	[DELETED]	612 DEL SOL DRIVE		ALAMOSA	CO	81101-2340
598	[DELETED]	South Austin	[DELETED]	6114 S 1ST ST		AUSTIN	TX	78745-4008
599	[DELETED]	Durango Dialysis Center	[DELETED]	72 SUTTLE STREET	SUITE D	DURANGO	CO	81303-6829

600	[DELETED]	Bolivar Dialysis	[DELETED]	515 PECAN DR		BOLIVAR	TN	38008-1611
601	[DELETED]	Brownsville Dialysis	[DELETED]	380 N DUPREE AVE		BROWNSVILLE	TN	38012-2332
602	[DELETED]	Camden Dialysis	[DELETED]	168A W MAIN ST		CAMDEN	TN	38320-1786
603	[DELETED]	Collierville Dialysis	[DELETED]	791 W POPLAR AVE		COLLIERVILLE	TN	38017-2543
604	[DELETED]	Galleria Dialysis	[DELETED]	9160 HIGHWAY 64		LAKELAND	TN	38002
605	[DELETED]	Humboldt Dialysis	[DELETED]	2214 OSBORNE ST		HUMBOLDT	TN	38343-3044
606	[DELETED]	Stonegate Dialysis	[DELETED]	23 SANDSTONE CIRCLE		JACKSON	TN	38305-2073
607	[DELETED]	Lexington Dialysis	[DELETED]	317 W CHURCH ST		LEXINGTON	TN	38351-2096
608	[DELETED]	Pickwick Dialysis	[DELETED]	121 PICKWICK ST		SAVANNAH	TN	38372-1953
609	[DELETED]	Selmber Dialysis	[DELETED]	251 OAKGROVE RD		SELMER	TN	38375-1881
610	[DELETED]	Carriage Dialysis	[DELETED]	37 CARRIAGE HOUSE DR		JACKSON	TN	38305-3934
611	[DELETED]	Childs Dialysis	[DELETED]	101 S MAIN ST		CHILDS	PA	18407-2671
612	[DELETED]	Dunmore Dialysis	[DELETED]	1212 O'NEIL HWY		DUNMORE	PA	18512-1717
613	[DELETED]	Old Forge Dialysis	[DELETED]	325 S MAIN ST		OLD FORGE	PA	18518-1606
614	[DELETED]	Scranton Dialysis	[DELETED]	475 MORGAN HWY		SCRANTON	PA	18508-2606
615	[DELETED]	Tunkhannock Dialysis	[DELETED]	880 SR 6 W		TUNKHANNOCK	PA	18657-6149
616	[DELETED]	Stonegate PD Dialysis	[DELETED]	16 MURRAY GUARD DR		JACKSON	TN	38305-3609
617	[DELETED]	East Evansville Dialysis	[DELETED]	1312 PROFESSIONAL BLVD		EVANSVILLE	IN	47714-8007
618	[DELETED]	North Evansville Dialysis	[DELETED]	1151 W BUENA VISTA RD		EVANSVILLE	IN	47710-3334
619	[DELETED]	Jasper Dialysis	[DELETED]	721 W 13TH ST	STE 105	JASPER	IN	47546-1856
620	[DELETED]	Daviess County Dialysis	[DELETED]	310 NE 14TH ST		WASHINGTON	IN	47501-2137
621	[DELETED]	Gardenside Dialysis	[DELETED]	70 N GARDEN MILE RD		HENDERSON	KY	42420-5529

622	[DELETED]	PD Evansville Dialysis	[DELETED]	1312 PROFESSIONAL BLVD		EVANSVILLE	IN	47714-8007
623	[DELETED]	Meridian Dialysis Center	[DELETED]	201 WEST FAIRMONT PARKWAY	SUITE A	LA PORTE	TX	77571-6303
624	[DELETED]	Sycamore Dialysis (patients transferred from #1561) (only 5 stations from DeKalb cert)	[DELETED]	2200 GATEWAY DRIVE		SYCAMORE	IL	60178-3113
625	[DELETED]	Ballenger Pointe Dialysis	[DELETED]	2262 S BALLENGER HWY		FLINT	MI	48503-3447
626	[DELETED]	Leitchfield Dialysis	[DELETED]	912 WALLACE AVENUE	SUITE 106	LEITCHFIELD	KY	42754-1418
627	[DELETED]	Roxbury Dialysis Center	[DELETED]	622 ROXBURY ROAD		ROCKFORD	IL	61107-5089
628	[DELETED]	LaGrange Dialysis	[DELETED]	240 PARKER DR		LA GRANGE	KY	40031-1200
629	[DELETED]	Des Moines East	[DELETED]	1301 PENNSYLVANIA AVENUE	SUITE 208	DES MOINES	IA	50316-2365
630	[DELETED]	Lake Villa Dialysis	[DELETED]	37809 N IL ROUTE 59		LAKE VILLA	IL	60046-7332
631	[DELETED]	Seneca Dialysis	[DELETED]	65 ST FRANCIS ST		TIFFIN	OH	44883-3455
632	[DELETED]	Perry (6/1/00) (DaVita majority owned 5/1/05 moved up in 6/1/05; E Macon also part of new partnerhip)	[DELETED]	1027 KEITH DR		PERRY	GA	31069-2948
633	[DELETED]	Wilshire	[DELETED]	1212 WILSHIRE BLVD		LOS ANGELES	CA	90017-1921
634	[DELETED]	University Park	[DELETED]	3986 S FIGUEROA ST		LOS ANGELES	CA	90037-1222
635	[DELETED]	Metro East Dialysis	[DELETED]	5105 WEST MAIN STREET		BELLEVILLE	IL	62226-4728
636	[DELETED]	Ocala Regional Kidney Centers	[DELETED]	2860 SE 1ST AVENUE		OCALA	FL	34471-0406
637	[DELETED]	Little Village Dialysis	[DELETED]	2335 W CERMAK ROAD		CHICAGO	IL	60608-3811
638	[DELETED]	Crossroads	[DELETED]	3214 YORBA LINDA BLVD		FULLERTON	CA	92831-1707
639	[DELETED]	Vincennes Dialysis	[DELETED]	700 WILLOW ST		VINCENNES	IN	47591-1028
640	[DELETED]	Spring Dialysis	[DELETED]	607 TIMBERDALE LANE	STE 100	HOUSTON	TX	77090-3043
641	[DELETED]	River Center	[DELETED]	1123 N MAIN AVE	STE 150	SAN ANTONIO	TX	78212-4738
642	[DELETED]	Southcross Dialysis Center	[DELETED]	4602 E SOUTHCROSS BLVD		SAN ANTONIO	TX	78222-4911
643	[DELETED]	Bonham Dialysis	[DELETED]	201 W 5TH ST		BONHAM	TX	75418-4302
644	[DELETED]	Northwest Medical Center Dialysis	[DELETED]	5284 MEDICAL DRIVE	SUITE 100	SAN ANTONIO	TX	78229-4849
645	[DELETED]	Nelson Dialysis	[DELETED]	1950 MOUNT SAINT MARYS DR		NELSONVILLE	OH	45764-1280
646	[DELETED]	Ontario Dialysis	[DELETED]	1950 GROVE AVENUE	SUITE 101-105	ONTARIO	CA	91761-5693
647	[DELETED]	Chipley Community Dialysis	[DELETED]	877 3RD ST	STE 2	CHIPLEY	FL	32428-1854
648	[DELETED]	North Ikaloosa	[DELETED]	320 REDSTONE AVE W		CRESTVIEW	FL	32536-6433
649	[DELETED]	West Florida Dialysis	[DELETED]	8333 N DAVIS HWY	1ST FLOOR ATTN DIALYSIS ROOM	PENSACOLA	FL	32514-6049
650	[DELETED]	Santa Rosa Dialysis	[DELETED]	5819 HIGHWAY 90		MILTON	FL	32583-1763
651	[DELETED]	Fort Walton Beach	[DELETED]	1110 HOSPTIAL ROAD	SUITE A	FORT WALTON BEACH	FL	32547-6644
652	[DELETED]	Atmore Dialysis	[DELETED]	807 E CRAIG STREET		ATMORE	AL	36502-3017
653	[DELETED]	South Baldwin Dialysis	[DELETED]	150 W PEACHTREE AVENUE		FOLEY	AL	36535-2244

654	[DELETED]	Olney Dialysis (mgd for two months then acquired by DaVita)	[DELETED]	117 N BOONE ST		OLNEY	IL	62450-2109
655	[DELETED]	Lancaster Dialysis	[DELETED]	2424 W PLEASANT RUN RD		LANCASTER	TX	75146-1110
656	[DELETED]	Columbia Dialysis	[DELETED]	1701 EAST BROADWAY	SUITE G102	COLUMBIA	MO	65201-8018
657	[DELETED]	Las Palmas Dialysis Center	[DELETED]	803 CASTROVILLE RD	SUITE 415	SAN ANTONIO	TX	78237-3148
658	[DELETED]	South Shore Dialysis Center	[DELETED]	212 GULF FREEWAY SOUTH	SUITE G3	LEAGUE CITY	TX	77573-3524
659	[DELETED]	Marymount Dilaysis Center	[DELETED]	2391 NE LOOP 410	SUITE 211	SAN ANTONIO	TX	78217-5675
660	[DELETED]	Fox River Dialysis	[DELETED]	1910 RIVERSIDE DRIVE		GREEN BAY	WI	54301-2319
661	[DELETED]	Titletown Dialysis	[DELETED]	120 SIEGLER STREET		GREEN BAY	WI	54303-2636
662	[DELETED]	Northwoods Dialysis	[DELETED]	W 7305 ELM AVENUE		SHAWANO	WI	54166-1024
663	[DELETED]	North Charleston Dialysis	[DELETED]	4937 FARGO STREET		NORTH CHARLESTON	SC	29418-5952
664	[DELETED]	Charleston County Dialysis	[DELETED]	3801 FABER PLACE DRIVE		NORTH CHARLESTON	SC	29405-8533
665	[DELETED]	Goose Creek Dialysis	[DELETED]	109 GREENLAND DRIVE		GOOSE CREEK	SC	29445-5354
666	[DELETED]	Bridgeport Dialysis	[DELETED]	900 MADISON AVE	STE 221, 210	BRIDGEPORT	CT	6606
667	[DELETED]	Greater Waterbury Dialysis	[DELETED]	209 HIGHLAND AVE		WATERBURY	CT	06708-3026
668	[DELETED]	Shelton Dialysis	[DELETED]	750 BRIDGEPORT AVE		SHELTON	CT	06484-4734
669	[DELETED]	Yuma Dialysis	[DELETED]	2130 WEST 24TH ST		YUMA	AZ	85364-6122
670	[DELETED]	Pittsburgh Dialysis	[DELETED]	4312 PENN AVE		PITTSBURGH	PA	15224-1310
671	[DELETED]	Elizabeth Dialysis	[DELETED]	201 MCKEESPORT RD		ELIZABETH	PA	15037
672	[DELETED]	Brandon East Dialysis	[DELETED]	114 EAST BRANDON BLVD		BRANDON	FL	33511-5219
673	[DELETED]	North Rolling Road Dialysis	[DELETED]	1108 NORTH ROLLING RD		CATONSVILLE	MD	21228-3826
674	[DELETED]	Memphis South Dialysis	[DELETED]	1205 MARLIN RD		MEMPHIS	TN	38116-5812
675	[DELETED]	Atchison Dialysis	[DELETED]	1301 N 3RD ST		ATCHISON	KS	66002-1243
676	[DELETED]	Hartford Dialysis	[DELETED]	675 TOWER AVE	RENAL UNIT 2ND FL	HARTFORD	CT	6112
677	[DELETED]	New Orleans Uptown Dialysis	[DELETED]	1401 FOUCHER ST	4TH FLOOR DIALYSIS	NEW ORLEANS	LA	70115-3515
678	[DELETED]	Omaha West Dialysis	[DELETED]	13014 WEST DODGE RD		OMAHA	NE	68154-2148

679	[DELETED]	White Memorial Dialysis	[DELETED]	1700 CESAR E CHAVEZ AVE	SUITE L 100	LOS ANGELES	CA	90033-2424
680	[DELETED]	Imperial Dialysis	[DELETED]	2738 WEST IMPERIAL HIGHWAY		INGLEWOOD	CA	90303-3111
681	[DELETED]	North Hollywood Dialysis	[DELETED]	12126 VICTORY BLVD		NORTH HOLLYWOOD	CA	91606-3205
682	[DELETED]	Mountain View Dialysis	[DELETED]	2881 BUSINESS PARK COURT	STE 150	LAS VEGAS	NV	89128
683	[DELETED]	San Juan Capistrano South Dialysis	[DELETED]	31736 RANCHO VIEJO RD	STE B	SAN JUAN CAPISTRANO	CA	92675-2783
684	[DELETED]	Mission Viejo Dialysis	[DELETED]	27640 MARGUERITE PKWY		MISSION VIEJO	CA	92692-3604
685	[DELETED]	HI-Desert Dialysis	[DELETED]	58457 29 PALMS HWY	STE 102	YUCCA VALLEY	CA	92284-5879
686	[DELETED]	Banning Dialysis	[DELETED]	6090 WEST RAMSEY ST		BANNING	CA	92220-3052
687	[DELETED]	Rainbow City Dialysis	[DELETED]	2800 RAINBOW DR		RAINBOW CITY	AL	35906-5811
688	[DELETED]	Gadsden Dialysis	[DELETED]	409 S 1ST ST		GADSDEN	AL	35901-5358
689	[DELETED]	Chateau Dialysis	[DELETED]	720 VILLAGE RD		KENNER	LA	70065-2751
690	[DELETED]	Donaldsonville Dialysis	[DELETED]	101 PLIMSOL DR		DONALDSONVILLE	LA	70346-4357
691	[DELETED]	Dothan Dialysis	[DELETED]	216 GRACELAND DR		DOTHAN	AL	36301
692	[DELETED]	Birmingham East Dialysis	[DELETED]	1105 E PARK DR		BIRMINGHAM	AL	35235-2560
693	[DELETED]	Tuscaloosa Dialysis	[DELETED]	805 OLD MILL ST		TUSCALOOSA	AL	35401-7132
694	[DELETED]	Demopolis Dialysis	[DELETED]	511 SOUTH CEDAR STREET		DEMOPOLIS	AL	36732-2209
695	[DELETED]	Singing River Dialysis	[DELETED]	4907 TELEPHONE RD		PASCAGOULA	MS	39567-1823
696	[DELETED]	Ocean Springs Dialysis	[DELETED]	13150 PONCE DE LEON DR		OCEAN SPRINGS	MS	39564-2460
697	[DELETED]	Lucedale Dialysis	[DELETED]	652 MANILLA ST		LUCEDALE	MS	39452
698	[DELETED]	Holmdel Dialysis	[DELETED]	668 N BEERS ST		HOLMDEL	NJ	07733-1502
699	[DELETED]	Alameda County Dialysis	[DELETED]	10700 MACARTHUR BLVD	STE 14	OAKLAND	CA	94605-5260
700	[DELETED]	Elizabeth City Dialysis	[DELETED]	208 HASTINGS LANE		ELIZABETH CITY	NC	27909
701	[DELETED]	Cookeville Dialysis	[DELETED]	140 WEST 7TH ST		COOKEVILLE	TN	38501
702	[DELETED]	Inglewood Dialysis	[DELETED]	125 E ARBOR VITAE ST		INGLEWOOD	CA	90301-3839
703	[DELETED]	Rome Dialysis	[DELETED]	15 JOHN MADDOX DR		ROME	GA	30165
704	[DELETED]	Pomona Dialysis	[DELETED]	2475 N GAREY AVE		POMONA	CA	91767-2139
705	[DELETED]	Oak Street Dialysis (fka Valdosta Dialysis)	[DELETED]	2704 N OAK ST	BLDG H	VALDOSTA	GA	31602-1723
706	[DELETED]	Channelview Dialysis	[DELETED]	777 SHELDON RD STE C		CHANNELVIEW	TX	77530-3509
707	[DELETED]	Sagemont Dialysis	[DELETED]	10851 SCARSDALE	STE 200	HOUSTON	TX	77089-5738
708	[DELETED]	San Jacinto Dialysis	[DELETED]	11430 EAST FREEWAY	330	HOUSTON	TX	77029-1970
709	[DELETED]	Victor Valley Dialysis	[DELETED]	16049 KAMANA RD		APPLE VALLEY	CA	92307-1331
710	[DELETED]	Delran Dialysis	[DELETED]	8008 ROUTE 130N		DELRAN	NJ	08075-1869
711	[DELETED]	Central Houston Dialysis	[DELETED]	610 S WAYSIDE, #B		HOUSTON	TX	77011-4640
712	[DELETED]	Southern Lane Dialysis	[DELETED]	1840 SOUTHERN LANE		DECATUR	GA	30033-4033
713	[DELETED]	Northumberland Dialysis	[DELETED]	103 WEST STATE RT 61		MT CARMEL	PA	17851-2539
714	[DELETED]	Pryor Dialysis	[DELETED]	25 S MILL ST		PRYOR	OK	74361-3619
715	[DELETED]	Oklahoma City South Dialysis	[DELETED]	5730 SOUTH MAY AVE		OKLAHOMA CITY	OK	73119-5604
716	[DELETED]	Abington Dialysis	[DELETED]	3940A COMMERCE AVE		WILLOW GROVE	PA	19090
717	[DELETED]	Memphis Central Dialysis	[DELETED]	889 LINDEN AVE		MEMPHIS	TN	38126-2412
718	[DELETED]	Memphis East Dialysis	[DELETED]	50 HUMPHREYS BLVD	STE 42	MEMPHIS	TN	38120-2330
719	[DELETED]	Clarksville Dialysis	[DELETED]	231 HILLCREST DR		CLARKSVILLE	TN	37043-5093
720	[DELETED]	Miami Campus Dialysis	[DELETED]	1500 NW 12TH AVE	STE 106	MIAMI	FL	33136-1028

721	[DELETED]	Orlando Dialysis	[DELETED]	116 STURTEVANT ST		ORLANDO	FL	32806-2021
722	[DELETED]	Durham Dialysis	[DELETED]	601 FAYETTEVILLE ST		DURHAM	NC	27701-3910
723	[DELETED]	Candler County Dialysis	[DELETED]	325 CEDAR STREET		METTER	GA	30439-4043
724	[DELETED]	Kerrville Dialysis	[DELETED]	515 GRANDA PL	STE A	KERRVILLE	TX	78028-6072
725	[DELETED]	Floresville Dialysis	[DELETED]	543 10TH STREET		FLORESVILLE	TX	78114-3107
726	[DELETED]	Pearsall Dialysis	[DELETED]	1305 NORTH OAK ST		PEARSALL	TX	78061-3414
727	[DELETED]	Nogales Dialysis	[DELETED]	1231 W TARGET RANGE RD		NOGALES	AZ	85621-2417
728	[DELETED]	Fredericksburg Dialysis	[DELETED]	402 WEST WINDCREST ST		FREDERICKSBURG	TX	78624-4465
729	[DELETED]	Wilson Dialysis	[DELETED]	1605 MEDICAL PARK DR		WILSON	NC	27893-2799
730	[DELETED]	Goldsboro Dialysis	[DELETED]	2609 HOSPITAL RD		GOLDSBORO	NC	27534-9424
731	[DELETED]	Roxboro Dialysis	[DELETED]	718 RIDGE RD		ROXBORO	NC	27573-4508
732	[DELETED]	Boston Dialysis	[DELETED]	660 HARRISON AVE		BOSTON	MA	02118-2304
733	[DELETED]	Chula Vista Dialysis	[DELETED]	630 BAY BLVD	STE 101	CHULA VISTA	CA	91910-5262
734	[DELETED]	Jesup Dialysis	[DELETED]	301 PEACHTREE STREET		JESUP	GA	31545-0245
735	[DELETED]	Sheffield Dialysis	[DELETED]	1120 JACKSON HWY 107		SHEFFIELD	AL	35660

736	[DELETED]	Berkeley Dialysis	[DELETED]	2920 TELEGRAPH AVENUE		BERKELEY	CA	94705-2031
737	[DELETED]	Douglas Dialysis	[DELETED]	190 WESTSIDE DR	STE A	DOUGLAS	GA	31533-3534
738	[DELETED]	Hopkinsville Dialysis	[DELETED]	1914 SOUTH VIRGINIA ST		HOPKINSVILLE	KY	42240-3610
739	[DELETED]	Roxborough Dialysis	[DELETED]	5003 UMBRIA ST		PHILADELPHIA	PA	19128-4301
740	[DELETED]	New Haven Dialysis	[DELETED]	100 CHURCH ST S	STE C	NEW HAVEN	CT	06519-1714
741	[DELETED]	Ocoee Dialysis	[DELETED]	11140 W COLONIAL DR	STE 5	OCOEE	FL	34761-3311
742	[DELETED]	Waverly Dialysis	[DELETED]	407 E BALTIMORE PIKE		MORTON	PA	19070-1042
743	[DELETED]	Sells Dialysis	[DELETED]	HIGHWAY 86 & TOPAWA RD	PO BOX 3030	SELLS	AZ	85634-3030
744	[DELETED]	Sierra Vista Dialysis	[DELETED]	629 N HWY 90	STE 6 & 7	SIERRA VISTA	AZ	85635-2257
745	[DELETED]	Callaghan Road Dialysis	[DELETED]	4151 CALLAGHAN RD	STE 101	SAN ANTONIO	TX	78228-3434
746	[DELETED]	Houston Dialysis	[DELETED]	7543 S FREEWAY		HOUSTON	TX	77021-5928
747	[DELETED]	South Yuma Dialysis	[DELETED]	3010 S 4TH AVE		YUMA	AZ	85364-8103
748	[DELETED]	Cherry Hill Dialysis	[DELETED]	1030 KINGS HWY N	STE 100	CHERRY HILL	NJ	08034-1901
749	[DELETED]	Escondido Dialysis	[DELETED]	203 EAST 2ND AVE		ESCONDIDO	CA	92025-4212
750	[DELETED]	Brookline Dialysis	[DELETED]	322 WASHINGTON ST		BROOKLINE	MA	02445-6850
751	[DELETED]	Reliant Dialysis	[DELETED]	1335 LA CONCHA LN		HOUSTON	TX	77054-1809
752	[DELETED]	Fullerton Dialysis	[DELETED]	238 ORANGEFAIR MALL		FULLERTON	CA	92832-3037
753	[DELETED]	Huntington Beach Dialysis	[DELETED]	16892 BOLSA CHICA AVE		HUNTINGTON BEACH	CA	92649-3591
754	[DELETED]	Eastlake Dialysis (formerly South Dekalb Dialysis)	[DELETED]	1757 CANDLER RD		DECATUR	GA	30032-3276
755	[DELETED]	Mt. Olive Dialysis	[DELETED]	105 MICHAEL MARTIN RD		MOUNT OLIVE	NC	28365-1112
756	[DELETED]	Southwest San Antonio Dialysis	[DELETED]	1620 SOMERSET RD		SAN ANTONIO	TX	78211-3021
757	[DELETED]	North Loop East Dialysis	[DELETED]	7139 NORTH LOOP E		HOUSTON	TX	77028-5903
758	[DELETED]	Katy Cinco Ranch Dialysis	[DELETED]	1265 ROCK CANYON RD		KATY	TX	77450-3831
759	[DELETED]	Palm Springs Dialysis	[DELETED]	1061 INDIAN CANYON DR NORTH		PALM SPRINGS	CA	92262-4854
760	[DELETED]	Muskegon Dialysis	[DELETED]	1277 MERCY DR		MUSKEGON	MI	49444-4605
761	[DELETED]	Loomis Road Dialysis	[DELETED]	4120 W LOOMIS RD		GREENFIELD	WI	53221-2052
762	[DELETED]	Ludington Dialysis	[DELETED]	5 ATKINSON DR	STE 101	LUDINGTON	MI	49431-2918
763	[DELETED]	Walterboro Dialysis	[DELETED]	302 RUBY ST		WALTERBORO	SC	29488-2758
764	[DELETED]	K Street (formerly GWU N Street Dialysis)	[DELETED]	2131 K ST NW		WASHINGTON	DC	20037-1898
765	[DELETED]	GWU Southeast Dialysis	[DELETED]	3857-A PENNSYLVANIA AVE SE		WASHINGTON	DC	20020
766	[DELETED]	Lakeside Dialysis	[DELETED]	10401 HOSPITAL DR	STE G02	CLINTON	MD	20735
767	[DELETED]	Summit Dialysis	[DELETED]	1139 SPRUCE DR		MOUNTAINSIDE	NJ	07092-2221
768	[DELETED]	Aiken Dialysis	[DELETED]	775 MEDICAL PARK DR		AIKEN	SC	29801-6306
769	[DELETED]	Houston Heights Dialysis	[DELETED]	336 WEST 21ST ST		HOUSTON	TX	77008-2410
770	[DELETED]	Barnwell Dialysis	[DELETED]	914 REYNOLDS RD	PO BOX 338	BARNWELL	SC	29812-6358
771	[DELETED]	East Rome Dialysis	[DELETED]	1401 DEAN AVENUE	STE H	ROME	GA	30161-6494
772	[DELETED]	Ozark Dialysis	[DELETED]	214 E HOSPITAL AVE		OZARK	AL	36360-2038
773	[DELETED]	Wylds Road Dialysis	[DELETED]	1815 WYLDS RD		AUGUSTA	GA	30909-4430
774	[DELETED]	Douglasville Dialysis	[DELETED]	3899 LONGVIEW DR		DOUGLASVILLE	GA	30135-1373
775	[DELETED]	Brunswick Dialysis	[DELETED]	53 SCRANTON		BRUNSWICK	GA	31525-1862

776	[DELETED]	Benicia Dialysis	[DELETED]	560 FIRST ST CONNECTOR	BLDG D, #103	BENICIA	CA	94510-3266
777	[DELETED]	Atlanta Dialysis	[DELETED]	400 DECATUR ST		ATLANTA	GA	30312-1801
778	[DELETED]	Rolla Dialysis	[DELETED]	1503 E 10TH ST		ROLLA	MO	65401-3696
779	[DELETED]	East Atlanta Dialysis	[DELETED]	1308 MORELAND AVE SE		ATLANTA	GA	30316-3224
780	[DELETED]	Brunswick South Dialysis	[DELETED]	4420 ALTAMA AVE	STE 19	BRUNSWICK	GA	31520-3037
781	[DELETED]	Thomaston Dialysis	[DELETED]	113A EAST COUNTY RD		THOMASTON	GA	30286
782	[DELETED]	Piedmont Dialysis	[DELETED]	105 COLLIER RD NW	STE B	ATLANTA	GA	30309-1730
783	[DELETED]	Athens West Dialysis	[DELETED]	2047 PRINCE AVE	STE A	ATHENS	GA	30606-6033
784	[DELETED]	Florence Dialysis	[DELETED]	216 MARENGO ST	SUITE I	FLORENCE	AL	35630-6032
785	[DELETED]	Atwater Dialysis	[DELETED]	580 E BELLEVUE RD		ATWATER	CA	95301-2300
786	[DELETED]	North Merced Dialysis	[DELETED]	3150 NORTH G ST	STE A	MERCED	CA	95340-1308
787	[DELETED]	Wisconsin Avenue Dialysis	[DELETED]	3801 W WISCONSIN AVE		MILWAUKEE	WI	53208-3155
788	[DELETED]	River Center Dialysis	[DELETED]	1563 N RIVERCENTER DR		MILWAUKEE	WI	53212
789	[DELETED]	South Fulton Dialysis	[DELETED]	2685 METROPOLITAN PKWY SW	STE F	ATLANTA	GA	30315
790	[DELETED]	Heartland Dialysis	[DELETED]	925 NE 8TH ST		OKLAHOMA CITY	OK	73104-5800
791	[DELETED]	Hospital Hill Dialysis	[DELETED]	2250 HOLMES ST		KANSAS CITY	MO	64108-2639
792	[DELETED]	Tucson South Dialysis	[DELETED]	3662 SOUTH 16TH AVE		TUCSON	AZ	85713-6001

793	[DELETED]	Greene County Dialysis	[DELETED]	544 US HIGHWAY 43 SOUTH		EUTAW	AL	35462-4017
794	[DELETED]	Fayette Dialysis	[DELETED]	2450 TEMPLE AVE N		FAYETTE	AL	35555-1160
795	[DELETED]	Tuscaloosa University Dialysis	[DELETED]	815 UNIVERSITY BLVD E		TUSCALOOSA	AL	35401-7411
796	[DELETED]	Goldsboro South Dialysis	[DELETED]	1704 WAYNE MEMORIAL DR		GOLDSBORO	NC	27534-2240
797	[DELETED]	Orlando North Dialysis	[DELETED]	5135 ADANSON ST	STE 700	ORLANDO	FL	32804-1317
798	[DELETED]	UT Southwestern-Dallas Dialysis	[DELETED]	8230 ELMBROOK DR		DALLAS	TX	75247-4010
799	[DELETED]	San Diego South Dialysis	[DELETED]	995 GATEWAY CENTER WAY	STE 101	SAN DIEGO	CA	92102-4550
800	[DELETED]	Santa Monica Dialysis	[DELETED]	1260 15TH ST	STE 102	SANTA MONICA	CA	90404-1136
801	[DELETED]	Airport Dialysis	[DELETED]	4632 W CENTURY BLVD		INGLEWOOD	CA	90304-1456
802	[DELETED]	Plantation Dialysis	[DELETED]	7061 CYPRESS RD	STE 103	PLANTATION	FL	33317-2261
803	[DELETED]	Fulton Dialysis	[DELETED]	993 JOHNSON FERRY RD	BLDG D STE 130	ATLANTA	GA	30342-1620
804	[DELETED]	Laurens County Dialysis	[DELETED]	2400 BELLEVUE RD	BLDG 8	DUBLIN	GA	31021-2856
805	[DELETED]	Ford Factory Square Dialysis	[DELETED]	699 PONCE DE LEON AVE	19	ATLANTA	GA	30308
806	[DELETED]	North Fulton Dialysis	[DELETED]	1295 HEMBREE RD	103	ROSWELL	GA	30076-3809
807	[DELETED]	Freehold Dialysis	[DELETED]	300 CRAIG RD		MANALAPAN	NJ	07726-8742
808	[DELETED]	Neptune Dialysis	[DELETED]	3297 ROUTE 66		NEPTUNE	NJ	07753-2703
809	[DELETED]	East Orange Dialysis	[DELETED]	90 WASHINGTON ST, BASEMENT		EAST ORANGE	NJ	07017-1050
810	[DELETED]	UT Southwestern-Oakcliff Dialysis	[DELETED]	610 WYNNEWOOD DRIVE		DALLAS	TX	75224-1857
811	[DELETED]	Atlanta West Dialysis	[DELETED]	2538 MARTIN LUTHER KING JR DR	ATLANTA	GA	30311-1779	
812	[DELETED]	Columbia University Dialysis Center	[DELETED]	60 HAVEN AVE		NEW YORK	NY	10032-2604
813	[DELETED]	Northeast Cambridge Dialysis	[DELETED]	799 CONCORD AVE		CAMBRIDGE	MA	02138-1048
814	[DELETED]	New Bedford Dialysis	[DELETED]	524 UNION ST		NEW BEDFORD	MA	2740
815	[DELETED]	Wellesley Dialysis	[DELETED]	195 WORCHESTER ST	LOWER LEVEL	WELLESLEY	MA	02481-5568
816	[DELETED]	Weymouth Dialysis	[DELETED]	330 LIBBEY INDUSTRIAL PARK	STE 900	WEYMOUTH	MA	02189-3122
817	[DELETED]	Woburn Dialysis	[DELETED]	23 WARREN AVE		WOBURN	MA	01801-4979
818	[DELETED]	Bryan Dialysis	[DELETED]	701 UNIVERSITY DR	STE 401	COLLEGE STATION	TX	77840-1866
819	[DELETED]	Brenham Dialysis	[DELETED]	2536 S DAY		BRENHAM	TX	77833-5521
820	[DELETED]	Huntsville Dialysis	[DELETED]	521 IH 45S	STE 20	HUNTSVILLE	TX	77340-5651
821	[DELETED]	Utica Avenue Dialysis Center	[DELETED]	1305 UTICA AVE		BROOKLYN	NY	11203-5911
822	[DELETED]	New London Dialysis	[DELETED]	5 SHAW'S COVE	SUITE 100	NEW LONDON	CT	06320-4974
823	[DELETED]	Baxley Dialysis	[DELETED]	539 FAIR STREET		BAXLEY	GA	31513-0112
824	[DELETED]	Pascua Yaqui Tribe Dialysis	[DELETED]	7490 SOUTH CAMINO DE OESTE		TUCSON	AZ	85746-9308
825	[DELETED]	JHHS North Bond Street Dialysis	[DELETED]	409 NORTH CAROLINE ST		BALTIMORE	MD	21231-1003
826	[DELETED]	Syosset Kidney Center	[DELETED]	ONE LOCUST LANE		SYOSSET	NY	11791-4834
827	[DELETED]	Freeport Kidney Center	[DELETED]	267 WEST MERRICK RD		FREEPORT	NY	11520-3346
828	[DELETED]	Huntington Station Dialysis Center	[DELETED]	256 BROADWAY		HUNTINGTON STATION	NY	11746-1403
829	[DELETED]	Medford Kidney Center	[DELETED]	1725 NORTH OCEAN AVE		MEDFORD	NY	11763-2649

830	[DELETED]	Blue Ash Dialysis	[DELETED]	10600 MCKINLEY RD		CINCINNATI	OH	45242-3716
831	[DELETED]	Mt. Auburn Dialysis	[DELETED]	2109 READING RD		CINCINNATI	OH	45202
832	[DELETED]	Southwest Ohio Dialysis	[DELETED]	2109 READING RD		CINCINNATI	OH	45202-1417
833	[DELETED]	Charlottesville Dialysis	[DELETED]	925 E JEFFERSON ST		CHARLOTTESVILLE	VA	22902-5355
834	[DELETED]	Alexandria Dialysis	[DELETED]	5150 DUKE ST		ALEXANDRIA	VA	22304
835	[DELETED]	Sebastian Dialysis	[DELETED]	1424 US HWY 1	STE C	SEBASTIAN	FL	32958
836	[DELETED]	Crestview Hills Dialysis	[DELETED]	400 CENTERVIEW BLVD		CRESTVIEW HILLS	KY	41017-3478
837	[DELETED]	Washington Square Dialysis	[DELETED]	1112 WASHINGTON SQUARE		WASHINGTON	MO	63090-5336
838	[DELETED]	Florissant Dialysis	[DELETED]	11687 WEST FLORISSANT RD		FLORISSANT	MO	63033
839	[DELETED]	Ithaca Dialysis Center	[DELETED]	201 DATES DR	STE 206	ITHACA	NY	14850-1338
840	[DELETED]	Fairfield Dialysis	[DELETED]	1210 HICKS BLVD		FAIRFIELD	OH	45014-1921
841	[DELETED]	Fairfield Home Training Dialysis	[DELETED]	1210 HICKS BLVD		FAIRFIELD	OH	45014-1921
842	[DELETED]	South Hill Dialysis	[DELETED]	525 ALEXANDRIA PIKE	STE 120	SOUTHGATE	KY	41071-3260
843	[DELETED]	Silver Spring Dialysis	[DELETED]	8412 GEORGIA AVE		SILVER SPRING	MD	20910-4406
844	[DELETED]	Philadelphia PMC Dialysis	[DELETED]	51 N 39TH ST		PHILADELPHIA	PA	19104-2640
845	[DELETED]	Tulare Dialysis	[DELETED]	545 EAST TULARE AVE		TULARE	CA	93274-4220
846	[DELETED]	Tri Counties Home Dialysis	[DELETED]	433 SOUTH BRIDGE ST		VISALIA	CA	93277-2801
847	[DELETED]	Visalia Dialysis	[DELETED]	1031 N DEMAREE RD		VISALIA	CA	93291-4117
848	[DELETED]	Falls Road Dialysis	[DELETED]	10753 FALLS RD	STE 115	LUTHERVILLE	MD	21093-4535
849	[DELETED]	Malden Dialysis	[DELETED]	10 CABOT ROAD	STE 103B	MEDFORD	MA	02155-5173

850	[DELETED]	Salem Northeast Dialysis	[DELETED]	10 COLONIAL RD	STE 205	SALEM	MA	01970-2947
851	[DELETED]	Lexington (OK)	[DELETED]	C/O LEXINGTON ASSMT & REC CENTER	HIGHWAY 39 EAST - ATTN DIALYSIS	LEXINGTON	OK	73051
852	[DELETED]	Macon County Dialysis	[DELETED]	1090 WEST MCKINLEY		DECATUR	IL	62526
853	[DELETED]	Effingham Dialysis	[DELETED]	904 MEDICAL PARK DR	STE 1	EFFINGHAM	IL	62401-2193
854	[DELETED]	Jacksonville Dialysis	[DELETED]	1515 WEST WALNUT		JACKSONVILLE	IL	62650
855	[DELETED]	Litchfield Dialysis	[DELETED]	915 ST FRANCES WAY		LITCHFIELD	IL	62056-1775
856	[DELETED]	Mattoon Dialysis	[DELETED]	200 RICHMOND AVE EAST		MATTOON	IL	61938-4652
857	[DELETED]	Springfield Central Dialysis	[DELETED]	932 N RUTLEDGE ST		SPRINGFIELD	IL	62702-3721
858	[DELETED]	Taylorville Dialysis	[DELETED]	901 WEST SPRESSER		TAYLORVILLE	IL	62568-1831
859	[DELETED]	Lincoln Dialysis	[DELETED]	2100 WEST FIFTH		LINCOLN	IL	62656-9115
860	[DELETED]	J. B. Zachary Dialysis Center	[DELETED]	333 CASSELL DR	STE 2300	BALTIMORE	MD	21224-6815
861	[DELETED]	Whitesquare Dialysis	[DELETED]	1 NASHUA CT	STE E	BALTIMORE	MD	21221-3147
862	[DELETED]	25th Street Dialysis	[DELETED]	920 EAST 25TH ST		BALTIMORE	MD	21218-5503
863	[DELETED]	Perth Amboy Dialysis	[DELETED]	530 NEW BRUNSWICK AVE		PERTH AMBOY	NJ	08861-3654
864	[DELETED]	Old Bridge Dialysis	[DELETED]	THREE HOSPITAL PLAZA	1ST FL	OLD BRIDGE	NJ	08857-3093
865	[DELETED]	Pear Tree Dialysis (fka Ukiah Dialysis)	[DELETED]	126 N ORCHARD AVE		UKIAH	CA	95482-4502
866	[DELETED]	Hubbard Road Dialysis	[DELETED]	1963 HUBBARD RD		MADISON	OH	44057-2105
867	[DELETED]	St. Charles Dialysis	[DELETED]	2125 BLUESTONE DR		ST CHARLES	MO	63303-6704
868	[DELETED]	Bel Air Dialysis	[DELETED]	2225 OLD EMMORTON RD	STE 105	BEL AIR	MD	21015-6122
869	[DELETED]	Cedarburg Dialysis	[DELETED]	N 54 W 6135 MILL ST		CEDARBURG	WI	53012-2021
870	[DELETED]	Western Hills Dialysis	[DELETED]	3267 WESTBOURNE DR		CINCINNATI	OH	45248
871	[DELETED]	Winton Road Dialysis	[DELETED]	6550 WINTON RD		CINCINNATI	OH	45224
872	[DELETED]	Stamford Dialysis	[DELETED]	30 COMMERCE RD		STAMFORD	CT	06902-4550
873	[DELETED]	Boaz Dialysis	[DELETED]	16 CENTRAL HENDERSON RD		BOAZ	AL	35957
874	[DELETED]	Guernsey County Dialysis	[DELETED]	1300 CLARK ST		CAMBRIDGE	OH	43725
875	[DELETED]	Marietta Dialysis	[DELETED]	1019 PIKE ST		MARIETTA	OH	45750-3500
876	[DELETED]	Zanesville Dialysis	[DELETED]	3120 NEWARK RD		ZANESVILLE	OH	43701-9659
877	[DELETED]	Licking County Dialysis	[DELETED]	65 MCMILLEN DR	BLDG 300	NEWARK	OH	43055
878	[DELETED]	Orlando East Dialysis	[DELETED]	1160 S SEMORAN BLVD	STE C	ORLANDO	FL	32807-1461
879	[DELETED]	Norwich Dialysis	[DELETED]	113 SALEM TURNPIKE		NORWICH	CT	06360-6484
880	[DELETED]	Columbus Dialysis	[DELETED]	3830 OLENTANGY RIVER RD		COLUMBUS	OH	43214-5404
881	[DELETED]	Pasadena Dialysis	[DELETED]	8894 FORT SMALLWOOD RD	STES 12-16	PASADENA	MD	21122-7608
882	[DELETED]	Howard Street Dialysis	[DELETED]	22 S HOWARD ST		BALTIMORE	MD	21201
883	[DELETED]	Baltimore Geriatric & Rehab Dialysis Center	[DELETED]	4940 EASTERN AVE 5TH FLOOR PAVILION	JOHNS HOPKINS BAYVIEW MEDICAL CTR	BALTIMORE	MD	21224-2735
884	[DELETED]	Frederick Dialysis	[DELETED]	196 THOMAS JOHNSON DR	STE 210	FREDERICK	MD	21702-4527
885	[DELETED]	Fayetteville Dialysis	[DELETED]	1279 HIGHWAY 54 WEST	STE 110	FAYETTEVILLE	GA	30214
886	[DELETED]	Birmingham Central Dialysis	[DELETED]	728 RICHARD ARRINGTON JR BLVD S	BIRMINGHAM	AL	35233-2106	

887	[DELETED]	Birmingham North Dialysis	[DELETED]	1917 32ND AVE NORTH		BIRMINGHAM	AL	35207-3333
888	[DELETED]	Bessemer Dialysis	[DELETED]	901 WESTLAKE BLVD	STE 101	BESSEMER	AL	35020-5441
889	[DELETED]	Ensley Dialysis	[DELETED]	2630 AVENUE EAST		ENSLEY	AL	35218-2163
890	[DELETED]	Sylacauga Dialysis	[DELETED]	1385 WEST FORT WILLIAMS		SYLACAUGA	AL	35150
891	[DELETED]	Branford Dialysis	[DELETED]	249 WEST MAIN ST		BRANFORD	CT	06405-4022
892	[DELETED]	Shrewsbury Dialysis	[DELETED]	7435 WATSON RD	STE 119	SAINT LOUIS	MO	63119-4415
893	[DELETED]	Milford Dialysis	[DELETED]	470 A-F BRIDGEPORT AVE		MILFORD	CT	6460
894	[DELETED]	Homerville Dialysis	[DELETED]	180 CARSWELL RD	STE 180	HOMERVILLE	GA	31634
895	[DELETED]	Cedartown Dialysis	[DELETED]	325 WEST AVE		CEDARTOWN	GA	30125
896	[DELETED]	Brookfield Dialysis	[DELETED]	19395 W CAPITOL DR	BLDG C	BROOKFIELD	WI	53045-2736
897	[DELETED]	Henrico County Dialysis	[DELETED]	5270 CHAMBERLAYNE RD		RICHMOND	VA	23227-2950
898	[DELETED]	St. Louis West Dialysis	[DELETED]	400 NORTH LINDBERGH		ST LOUIS	MO	63141-7814
899	[DELETED]	Springfield Montvale Dialysis	[DELETED]	2930 S MONTVALE DR	STE A	SPRINGFIELD	IL	62704-5376
900	[DELETED]	South Norwalk Dialysis	[DELETED]	31 STEVENS ST		NORWALK	CT	06850-3805
901	[DELETED]	Decatur East Wood Dialysis	[DELETED]	794 EAST WOOD ST		DECATUR	IL	62523-1155
902	[DELETED]	Schaeffer Drive Dialysis	[DELETED]	18100 SCHAEFER HWY		DETROIT	MI	48235-2600
903	[DELETED]	Redford Dialysis	[DELETED]	22711 GRAND RIVER AVE		DETROIT	MI	48219-3113
904	[DELETED]	Kresge Dialysis	[DELETED]	4145 CASS AVE		DETROIT	MI	48201
905	[DELETED]	Motor City Dialysis	[DELETED]	HARPER PROF BLDG	4160 JOHN R STE 724	DETROIT	MI	48201
906	[DELETED]	Whitebridge Dialysis	[DELETED]	103 WHITE BRIDGE PIKE	SUITE 6	NASHVILLE	TN	37209-4514

907	[DELETED]	Columbia Dialysis	[DELETED]	1705 GROVE ST		COLUMBIA	TN	38401
908	[DELETED]	Murfreesboro Dialysis	[DELETED]	1346 DOW ST		MURFREESBORO	TN	37130-2414
909	[DELETED]	Lawrenceburg Dialysis	[DELETED]	2022 N LOCUST AVE		LAWRENCEBURG	TN	38464-2336
910	[DELETED]	Sumner Dialysis	[DELETED]	300 STEAMPLANT RD	STE 270	GALLATIN	TN	37066
911	[DELETED]	Cumberland Dialysis	[DELETED]	312 HOSPITAL DR	STE 3	MADISON	TN	37115-5029
912	[DELETED]	Williamson County Dialysis	[DELETED]	3983 CAROLTHERS PARKWAY	STE E-4	FRANKLIN	TN	37067-5043
913	[DELETED]	Cumming Dialysis	[DELETED]	CUMMING MARKET PLACE	911 MARKETPLACE BLVD #3	CUMMING	GA	30041-7938
914	[DELETED]	Silverton Dialysis	[DELETED]	6929 SILVERTON AVE		CINCINNATI	OH	45236
915	[DELETED]	Atlanta South Dialysis	[DELETED]	3158 EAST MAIN ST		EAST POINT	GA	30344-4800
916	[DELETED]	St. Petersburg Dialysis	[DELETED]	1117 ARLINGTON AVE N		ST PETERSBURG	FL	33705-1521
917	[DELETED]	Alton Dialysis	[DELETED]	3511 COLLEGE AVE		ALTON	IL	62002-5009
918	[DELETED]	Edison Dialysis	[DELETED]	29 MERIDIAN RD		EDISON	NJ	08820-2823
919	[DELETED]	Dundalk Dialysis	[DELETED]	14 COMMERCE ST		DUNDALK	MD	21222
920	[DELETED]	Columbus East Dialysis	[DELETED]	299 OUTERBELT ST		COLUMBUS	OH	43213-1529
921	[DELETED]	Dallas East Dialysis	[DELETED]	3312 NORTH BUCKNER BLVD	STE 213	DALLAS	TX	75228-5604
922	[DELETED]	San Ysidro Dialysis	[DELETED]	1445 30TH ST	STE A	SAN DIEGO	CA	92154-3496
923	[DELETED]	Olathe Dialysis	[DELETED]	732 W FRONTIER LN		OLATHE	KS	66061-7202
924	[DELETED]	Orange City Dialysis	[DELETED]	242 TREEMONT DR	BLDG II	ORANGE CITY	FL	32763-7945
925	[DELETED]	Miami East Dialysis	[DELETED]	1250 NW 7TH ST	STE 106	MIAMI	FL	33125-3744
926	[DELETED]	Temple Terrace Dialysis	[DELETED]	11306 53RD ST		TEMPLE TERRACE	FL	33617-2214
927	[DELETED]	Midlothian Dialysis	[DELETED]	14281 MIDLOTHIAN TPKE	BLDG B	MIDLOTHIAN	VA	23113-6560
928	[DELETED]	Christian County Dialysis	[DELETED]	200 BURLEY AVE		HOPKINSVILLE	KY	42240-8725
929	[DELETED]	St. Louis West PD Dialysis	[DELETED]	400 NORTH LINDBERGH	PD PROGRAM	CREVE COEUR	MO	63141-7814
930	[DELETED]	Atlanta Midtown Dialysis	[DELETED]	489 PEACHTREE ST	STE 100	ATLANTA	GA	30308-3101
931	[DELETED]	Silverton Home Training Dialysis	[DELETED]	6929 SILVERTON AVE		CINCINNATI	OH	45236-3701
932	[DELETED]	Philadelphia 42nd Street Dialysis	[DELETED]	4126 WALNUT ST		PHILADELPHIA	PA	19104-3511
933	[DELETED]	Radnor Dialysis	[DELETED]	250 KING OF PRUSSIA RD		RADNOR	PA	19087-5220
934	[DELETED]	St. Louis Dialysis	[DELETED]	324 DEBALIVIERE AVE		ST. LOUIS	MO	63112
935	[DELETED]	Elkins Park Dialysis	[DELETED]	8380 OLD YORK RD	STE 100	ELKINS PARK	PA	19027-1574
936	[DELETED]	Mainland Dialysis	[DELETED]	2600 GULF FREEWAY		LA MARQUE	TX	77568-4922
937	[DELETED]	Island Dialysis	[DELETED]	5920 BROADWAY ST		GALVESTON	TX	77551-4305
938	[DELETED]	Orlando Home Training Dialysis	[DELETED]	3885 OAKWATER CIRCLE	STE C	ORLANDO	FL	32806-6264
939	[DELETED]	Mechanicsville Dialysis	[DELETED]	8191 ATLEE RD		MECHANICSVILLE	VA	23116-1807
940	[DELETED]	San Diego East Dialysis	[DELETED]	292 EUCLID AVE	STE 100	SAN DIEGO	CA	92114-3609
941	[DELETED]	Russellville Dialysis	[DELETED]	14897 HWY 43		RUSSELLVILLE	AL	35653-1954
942	[DELETED]	Encinitas Dialysis	[DELETED]	332 SANTA FE DR	STE 100	ENCINITAS	CA	92024-5143
943	[DELETED]	Rushville Dialysis	[DELETED]	112 SULLIVAN DRIVE		RUSHVILLE	IL	62681-1293
944	[DELETED]	Plainfield Dialysis	[DELETED]	1200 RANDOLPH RD	KENYAN HOUSE	PLAINFIELD	NJ	07060-3361
945	[DELETED]	Parkersburg Dialysis	[DELETED]	1824 MURDOCH AVE	STE 44	PARKERSBURG	WV	26101-3230
946	[DELETED]	Tucson South Central Dialysis	[DELETED]	2024 EAST IRVINGTON	STE 7	TUCSON	AZ	85714-1825
947	[DELETED]	Hazelwood Dialysis	[DELETED]	637 DUNN RD		HAZELWOOD	MO	63042-1725
948	[DELETED]	Durham West Dialysis	[DELETED]	4307 WESTERN PARK PLACE		DURHAM	NC	27705-1204

949	[DELETED]	Liberty Dialysis	[DELETED]	2525 GLEN HENDREN DR		LIBERTY	MO	64068-9625
950	[DELETED]	Chino Dialysis	[DELETED]	4445 RIVERSIDE DR		CHINO	CA	91710-3961
951	[DELETED]	Greenview Dialysis	[DELETED]	18544 EIGHT MILE RD		SOUTHFIELD	MI	48075-4194
952	[DELETED]	Perry Dialysis	[DELETED]	118 WEST MAIN		PERRY	FL	32347-2656
953	[DELETED]	Bethany Dialysis	[DELETED]	21 N 12TH ST	STE 201	KANSAS CITY	KS	66102-5161
954	[DELETED]	Ashtabula Dialysis	[DELETED]	1614 W 19TH ST		ASHTABULA	OH	44004
955	[DELETED]	Northland Dialysis	[DELETED]	2750 CLAY EDWARDS DR	STE 100	N KANSAS CITY	MO	64116-3248
956	[DELETED]	Lake St. Louis Dialysis	[DELETED]	201 BREVCO PLAZA		LAKE ST. LOUIS	MO	63367
957	[DELETED]	Wyandotte West Dialysis	[DELETED]	8919 PARALLEL PARKWAY STE		KANSAS CITY	KS	66112
958	[DELETED]	Huntingdon Valley Dialysis	[DELETED]	769 HUNTINGDON PIKE	STE 18	HUNTINGDON VALLEY	PA	19006-8362
959	[DELETED]	Glendale Dialysis	[DELETED]	1000 E PALMER AVE		GLENDALE	CA	91205-3532
960	[DELETED]	Toledo Dialysis	[DELETED]	1614 S BYRNE RD		TOLEDO	OH	43614-3402
961	[DELETED]	Cameron Dialysis	[DELETED]	1003 WEST 4TH ST		CAMERON	MO	64429-1466
962	[DELETED]	Omaha Central Dialysis	[DELETED]	144 S 40TH ST		OMAHA	NE	68131-3004
963	[DELETED]	Chillicothe Dialysis	[DELETED]	507 PARK LANE		CHILLICOTHE	MO	64601-1561

964	[DELETED]	Council Bluffs Dialysis	[DELETED]	300 W BROADWAY	STE 150	COUNCIL BLUFFS	IA	51503-9045
965	[DELETED]	DeRidder Dialysis	[DELETED]	239 EAST 1ST ST		DERIDDER	LA	70634
966	[DELETED]	Farmerville Dialysis	[DELETED]	1008 STERLINGTON HWY		FARMERVILLE	LA	71241-3810
967	[DELETED]	Dodge County Dialysis	[DELETED]	2125 E 23RD AVE SOUTH		FREMONT	NE	68025
968	[DELETED]	Nodaway County Dialysis	[DELETED]	2613 SOUTH MAIN		MARYVILLE	MO	64468-3601
969	[DELETED]	Monroe North Dialysis	[DELETED]	2344 STERLINGTON RD		MONROE	LA	71203
970	[DELETED]	Omaha North Dialysis	[DELETED]	6572 AMES AVE		OMAHA	NE	68104-1931
971	[DELETED]	Omaha South Dialysis	[DELETED]	3427 L ST	STE 16	OMAHA	NE	68107-2577
972	[DELETED]	Lake Charles Southwest Dialysis	[DELETED]	433 SOUTH RYAN ST		LAKE CHARLES	LA	70602
973	[DELETED]	St. Joseph Dialysis	[DELETED]	5514 CORPORATE DR	STE 100	ST JOSEPH	MO	64507-7752
974	[DELETED]	Sulphur Dialysis	[DELETED]	944 BEGLIS PARKWAY		SULPHUR	LA	70663-5102
975	[DELETED]	Tipton County Dialysis	[DELETED]	107 TENNESSEE AVE		COVINGTON	TN	38019
976	[DELETED]	Dyersburg Dialysis	[DELETED]	1575 PARR AVE		DYERSBURG	TN	38024
977	[DELETED]	Lake Charles South Dialysis	[DELETED]	4015 COMMON ST		LAKE CHARLES	LA	70607
978	[DELETED]	Monroe LA Dialysis	[DELETED]	1701 HWY 165 BYPASS SOUTH		MONROE	LA	71202
979	[DELETED]	Effingham North Dialysis	[DELETED]	301 N PINE ST		SPRINGFIELD	GA	31329-3076
980	[DELETED]	Westminster South Dialysis	[DELETED]	14260 BEACH BLVD		WESTMINSTER	CA	92683-4562
981	[DELETED]	Williams Street Dialysis	[DELETED]	2812 WILLIAMS ST		SAVANNAH	GA	31404-4134
982	[DELETED]	DeRenne Dialysis	[DELETED]	5303 MONTGOMERY ST		SAVANNAH	GA	31405-5138
983	[DELETED]	Abercorn Dialysis	[DELETED]	11706 MERCY BLVD	BLDG 9	SAVANNAH	GA	31419-1751
984	[DELETED]	Monroe Jackson St Dialysis	[DELETED]	309 JACKSON ST		MONROE	LA	71201-7407
985	[DELETED]	Fort Myers North Dialysis	[DELETED]	16101 NORTH CLEVELAND AVE		N FT MYERS	FL	33903-2148
986	[DELETED]	Butler County Dialysis	[DELETED]	3497 S DIXIE HWY		FRANKLIN	OH	45005-5717
987	[DELETED]	Willingboro	[DELETED]	230 VAN SCIVER PKWY		WILLINGBORO	NJ	08046-1131
988	[DELETED]	McKeesport West Dialysis	[DELETED]	101 9TH ST		MCKEESPORT	PA	15132
989	[DELETED]	College Dialysis	[DELETED]	6535 UNIVERSITY AVE		SAN DIEGO	CA	92115-5810
990	[DELETED]	Montezuma Dialysis	[DELETED]	114 DEVAUGHN ST		MONTEZUMA	GA	31063-1708
991	[DELETED]	Romulus Dialysis	[DELETED]	31470 ECORSE RD		ROMULUS	MI	48174-1963
992	[DELETED]	Wrightsville Dialysis	[DELETED]	511 WEST ELM ST		WRIGHTSVILLE	GA	31096-1223
993	[DELETED]	Tower Dialysis	[DELETED]	8635 W 3RD ST	STE W560	LOS ANGELES	CA	90048-6176
994	[DELETED]	Columbus Downtown Dialysis	[DELETED]	415 EAST MOUND ST		COLUMBUS	OH	43215
995	[DELETED]	Northeast Columbia Dialysis	[DELETED]	10 GATEWAY CORNERS PKWY	STE 200	COLUMBIA	SC	29203-8905
996	[DELETED]	Charlotte East Dialysis	[DELETED]	3204 NORTH SHARON AMITY RD		CHARLOTTE	NC	28205-6541
997	[DELETED]	Carmel Mountain Dialysis	[DELETED]	9850 CARMEL MOUNTAIN RD		SAN DIEGO	CA	92129-2812
998	[DELETED]	Lenexa Dialysis	[DELETED]	8630 HALSEY ST		LENEXA	KS	66215-2880
999	[DELETED]	Nashua Dialysis	[DELETED]	38 TYLER ST	STE 100	NASHUA	NH	03060-2943
1000	[DELETED]	Illini Renal Dialysis	[DELETED]	507 E UNIVERSITY AVE		CHAMPAIGN	IL	61820-3828
1001	[DELETED]	Loring Heights Dialysis	[DELETED]	1575 NORTHSIDE DR NW	STE 405	ATLANTA	GA	30318
1002	[DELETED]	Forest Hills Dialysis	[DELETED]	2693 FOREST HILLS RD SW		WILSON	NC	27893-4430
1003	[DELETED]	St. Peters Dialysis	[DELETED]	300 FIRST EXECUTIVE AVE	STE A	SAINT PETERS	MO	63376-1655
1004	[DELETED]	Penn Valley Dialysis	[DELETED]	11374 PLEASANT		PENN VALLEY	CA	95946-9580

				VALLEY RD				
1005	[DELETED]	Platte Woods Dialysis	[DELETED]	7667 NW PRAIRIE VIEW RD		KANSAS CITY	MO	64151-1544
1006	[DELETED]	Fresno North Dialysis	[DELETED]	770 WEST PINEDALE		FRESNO	CA	93711-5744
1007	[DELETED]	Middlesex County Dialysis	[DELETED]	41 MALL RD		BURLINGTON	MA	01803-4136
1008	[DELETED]	Clearfield Dialysis	[DELETED]	SJ WATERWORTH MED BLDG	1033 TURNPIKE AVE STE 100	CLEARFIELD	PA	16830-3061
1009	[DELETED]	Papillion Dialysis	[DELETED]	1502 S WASHINGTON AVE	STE 100	PAPILLION	NE	68046-3131
1010	[DELETED]	Birmingham Home Training Dialysis	[DELETED]	2101 7TH AVE SOUTH		BIRMINGHAM	AL	35233-3105
1011	[DELETED]	Bayou Dialysis (Magnolia)	[DELETED]	210 E SPILLMAN RD		GONZALES	LA	70737
1012	[DELETED]	Radford Dialysis	[DELETED]	600 E MAIN ST	STE F	RADFORD	VA	24141-1786
1013	[DELETED]	Eufaula Dialysis	[DELETED]	220 N ORANGE AVE		EUFAULA	AL	36027-1612
1014	[DELETED]	Coshocton Dialysis	[DELETED]	1404 CHESTNUT ST EAST		COSHOCTON	OH	43812-1401
1015	[DELETED]	Costa Mesa Dialysis	[DELETED]	1590 SCENIC AVE		COSTA MESA	CA	92626-1400
1016	[DELETED]	Little Rock Dialysis	[DELETED]	5800 WEST 10TH	SUITE 510	LITTLE ROCK	AR	72204-1752
1017	[DELETED]	Northport Dialysis	[DELETED]	2401 HOSPITAL DR		NORTHPORT	AL	35476
1018	[DELETED]	Pageland Dialysis	[DELETED]	505A S PEARL ST		PAGELAND	SC	29728-2222
1019	[DELETED]	Bakersfield South Dialysis	[DELETED]	7701 WHITE LANE	STE D	BAKERSFIELD	CA	93309-0201
1020	[DELETED]	Newaygo County Dialysis	[DELETED]	1317 WEST MAIN ST		FREMONT	MI	49412-1478

1021	[DELETED]	Cedar Lane Dialysis	[DELETED]	6334 CEDAR LANE	STE 101	COLUMBIA	MD	21044-3818
1022	[DELETED]	Torrington Dialysis	[DELETED]	780 LITCHFIELD ST	STE 100	TORRINGTON	CT	6790
1023	[DELETED]	Janesville Dialysis	[DELETED]	1305 WOODMAN RD		JANESVILLE	WI	53545
1024	[DELETED]	Bloomfield Dialysis	[DELETED]	29 GRIFFIN RDSOUTH		BLOOMFIELD	CT	6002
1025	[DELETED]	Anthem Village Dialysis	[DELETED]	2530 ANTHEM VILLAGE DR		HENDERSON	NV	89052
1026	[DELETED]	Glen Burnie Dialysis	[DELETED]	120 NORTH LANGLEY RD		GLEN BURNIE	MD	21060-6578
1027	[DELETED]	Melbourne Dialysis	[DELETED]	2235 S BABCOCK ST		MELBOURNE	FL	32901-5305
1028	[DELETED]	St. Petersburg South Dialysis	[DELETED]	2850 34TH ST SOUTH		ST PETERSBURG	FL	33711
1029	[DELETED]	Belpre Dialysis	[DELETED]	2906 WASHINGTON BLVD		BELPRE	OH	45714
1030	[DELETED]	Stockton Home Training Dialysis	[DELETED]	545 EAST CLEVELAND ST	SUITE A	STOCKTON	CA	95204-5535
1031	[DELETED]	Escondido Home Training Dialysis	[DELETED]	635 EAST GRAND AVE		ESCONDIDO	CA	92025-4402
1032	[DELETED]	Rock Prairie Road Dialysis	[DELETED]	1605 ROCK PRAIRIE RD	STE 101	COLLEGE STATION	TX	77845-8358
1033	[DELETED]	Market Street (formerly Philadelphia Market Street)	[DELETED]	3701 MARKET ST	STE 100	PHILADELPHIA	PA	19104-5501
1034	[DELETED]	Northwood (fka Toledo East)	[DELETED]	611 LEMOYNE RD		NORTHWOOD	OH	43619-1811
1035	[DELETED]	Tyson’s Corner Dialysis	[DELETED]	8391 OLD COURTHOUSE RD	STE 160	VIENNA	VA	22182-3819
1036	[DELETED]	Southern Maryland Dialysis	[DELETED]	9211 STUART LANE	4TH FL	CLINTON	MD	20735
1037	[DELETED]	Cottage City Dialysis	[DELETED]	3804 BLADENSBURG RD		COTTAGE CITY	MD	20722-1613
1038	[DELETED]	Brentwood Dialysis	[DELETED]	1231 BRENTWOOD RD NE		WASHINGTON	DC	20018-1019
1039	[DELETED]	Amelia Dialysis	[DELETED]	15151 PATRICK HENRY HWY		AMELIA COURT HOUSE	VA	23002-4700
1040	[DELETED]	Eighth Street Dialysis	[DELETED]	300 8TH ST NE		WASHINGTON	DC	20002-6108
1041	[DELETED]	Chester Dialysis	[DELETED]	10360 IRONBRIDGE RD		CHESTER	VA	23831-1425
1042	[DELETED]	Howard County Dialysis	[DELETED]	5999 HARPER’S FARM RD	STE E-110	COLUMBIA	MD	21044
1043	[DELETED]	Catonsville Dialysis	[DELETED]	1581 SULPHUR SPRING RD	112	BALTIMORE	MD	21227-2599
1044	[DELETED]	Mercy Dialysis	[DELETED]	315 NORTH CALVERT ST	STE 300	BALTIMORE	MD	21202-3611
1045	[DELETED]	Harbor Park Dialysis	[DELETED]	111 CHERRY HILL RD		BALTIMORE	MD	21225
1046	[DELETED]	Dabney Dialysis	[DELETED]	2028 DABNEY RD	BLDG 16	RICHMOND	VA	23230
1047	[DELETED]	Hioaks Dialysis	[DELETED]	671 HIOAKS RD	STE A	RICHMOND	VA	23225-4042
1048	[DELETED]	Arlington Dialysis	[DELETED]	1701 N GEORGE MASON DR	DELIVER BEHIND HOSPITAL TO DAVITA DIALYSIS	ARLINGTON	VA	22205-3610
1049	[DELETED]	Landover Dialysis	[DELETED]	1200 MERCANTILE LN	STE 105	UPPER MARLBORO	MD	20774-5389
1050	[DELETED]	Staunton Dialysis	[DELETED]	29 IDLEWOOD BLVD HWY 250		STAUNTON	VA	24401-9355
1051	[DELETED]	Covington Dialysis	[DELETED]	2504 VALLEY RIDGE RD		COVINGTON	VA	24426
1052	[DELETED]	Culpeper Dialysis	[DELETED]	430 SOUTHRIDGE PARKWAY		CULPEPPER	VA	22701
1053	[DELETED]	Greenbrier Dialysis	[DELETED]	129 SENECA TRAIL		LEWISBURG	WV	24901-1564
1054	[DELETED]	Harrisonburg Dialysis	[DELETED]	871 CANTRELL AVE	STE 100	HARRISONBURG	VA	22801

1055	[DELETED]	Lexington Dialysis	[DELETED]	756 N LEE HWY		LEXINGTON	VA	24450-3724
1056	[DELETED]	Manteca Dialysis	[DELETED]	1156 SOUTH MAIN		MANTECA	CA	95336-3208
1057	[DELETED]	Roseburg/Mercy Dialysis	[DELETED]	2599 NW EDENBOWER BLVD		ROSEBURG	OR	97470-6220
1058	[DELETED]	Daly City Dialysis	[DELETED]	1498 SOUTHGATE AVE	STE 101	DALY CITY	CA	94015-4015
1059	[DELETED]	Vallejo Dialysis	[DELETED]	121 HOSPITAL DR		VALLEJO	CA	94589-2562
1060	[DELETED]	Salem Dialysis	[DELETED]	3550 LIBERTY RD SOUTH		SALEM	OR	97302-5700
1061	[DELETED]	Fresno Dialysis	[DELETED]	1111 E WARNER ST		FRESNO	CA	93710-4030
1062	[DELETED]	Oakland Dialysis	[DELETED]	5354 CLAREMONT AVE		OAKLAND	CA	94618-1035
1063	[DELETED]	Bakersfield Dialysis	[DELETED]	4900 CALIFORNIA AVE	STE 100A	BAKERSFIELD	CA	93309-7024
1064	[DELETED]	Northeast Bakersfield Dialysis	[DELETED]	3761 MALL VIEW RD		BAKERSFIELD	CA	93306-3048
1065	[DELETED]	San Francisco Dialysis	[DELETED]	1499 WEBSTER ST		SAN FRANCISCO	CA	94115-3705
1066	[DELETED]	Hanford Dialysis	[DELETED]	402 WEST EIGHTH ST		HANFORD	CA	93230-4536
1067	[DELETED]	San Pablo Dialysis	[DELETED]	14020 SAN PABLO AVE		SAN PABLO	CA	94806-3604
1068	[DELETED]	Chinatown Dialysis	[DELETED]	636 CLAY ST		SAN FRANCISCO	CA	94111-2502
1069	[DELETED]	El Cerrito Dialysis	[DELETED]	10690 SAN PABLO AVE		EL CERRITO	CA	94530-2620
1070	[DELETED]	Tracy Dialysis	[DELETED]	425 W BEVERLY PL	STE A	TRACY	CA	95376-3010
1071	[DELETED]	Salem North Dialysis	[DELETED]	1220 LIBERTY ST NE		SALEM	OR	97301-7330
1072	[DELETED]	Auburn Dialysis	[DELETED]	3126 PROFESSIONAL DR	SUITE 100	AUBURN	CA	95603-2407
1073	[DELETED]	Grass Valley Dialysis	[DELETED]	776 FREEMAN LANE	STE A-B	GRASS VALLEY	CA	95949-9618
1074	[DELETED]	Santee Dialysis	[DELETED]	228 BRADFORD BLVD		SANTEE	SC	29142-8677
1075	[DELETED]	Upland Dialysis	[DELETED]	600 N 13TH AVE		UPLAND	CA	91786-4905
1076	[DELETED]	Vance County Dialysis	[DELETED]	511 RUIN CREEK RD	STE 202	HENDERSON	NC	27536-5919
1077	[DELETED]	Edenton Dialysis	[DELETED]	703 LUKE ST		EDENTON	NC	27932-9694

1078	[DELETED]	Ahoskie Dialysis	[DELETED]	129 HERTFORD COUNTY HIGH RD		AHOSKIE	NC	27910-8131
1079	[DELETED]	St. Matthews Dialysis	[DELETED]	602 FR HUFF DR N		ST MATTHEWS	SC	29135-9596
1080	[DELETED]	Winnsboro Dialysis	[DELETED]	1134 KINCAID BRIDGE RD	STE A	WINNSBORO	SC	29180-7116
1081	[DELETED]	Allendale County Dialysis	[DELETED]	202 N HAMPTON ST	PO BOX 946	FAIRFAX	SC	29827
1082	[DELETED]	Edgefield Dialysis	[DELETED]	700 AUGUSTA RD		EDGEFIELD	SC	29824-1510
1083	[DELETED]	North Orangeburg Dialysis	[DELETED]	3031 ST MATTHEWS RD		ORANGEBURG	SC	29118-1443
1084	[DELETED]	South Orangeburg Dialysis	[DELETED]	1080 SUMMERS AVE		ORANGEBURG	SC	29115-4920
1085	[DELETED]	North Augusta Dialysis	[DELETED]	201 EDGEFIELD RD		NORTH AUGUSTA	SC	29841-2400
1086	[DELETED]	Greenwood Dialysis	[DELETED]	109 OVERLAND DR		GREENWOOD	SC	29646-4053
1087	[DELETED]	Union County Dialysis	[DELETED]	701 E ROOSEVELT BLVD	BLDG 400	MONROE	NC	28112-4107
1088	[DELETED]	South Charlotte Dialysis	[DELETED]	6450 BANNINGTON RD		CHARLOTTE	NC	28226-1327
1089	[DELETED]	Lancaster SC Dialysis	[DELETED]	980 WOODLAND DR	STE 100	LANCASTER	SC	29720-1964
1090	[DELETED]	Central Columbia Dialysis	[DELETED]	3511 MEDICAL DR		COLUMBIA	SC	29203-6504
1091	[DELETED]	Central Bamberg Dialysis	[DELETED]	67 SUNSET DR		BAMBERG	SC	29003-1181
1092	[DELETED]	West Tallahassee Dialysis	[DELETED]	2645 WEST TENNESSEE ST		TALLAHASSEE	FL	32304-2547
1093	[DELETED]	Daytona South Dialysis	[DELETED]	1026 S RIDGEWOOD AVE		DAYTONA BEACH	FL	32114-6108
1094	[DELETED]	Daytona Beach Dialysis	[DELETED]	575 N CLYDE MORRIS BLVD	STE B	DAYTONA BEACH	FL	32114-2323
1095	[DELETED]	West Tampa Dialysis	[DELETED]	4515 GEORGE RD	STE 300	TAMPA	FL	33634-7300
1096	[DELETED]	Fontana Dialysis	[DELETED]	16655 FOOTHILL BLVD	STE 300	FONTANA	CA	92335
1097	[DELETED]	Fort Myers Dialysis	[DELETED]	2133 WINKLER AVE		FORT MYERS	FL	33901-9128
1098	[DELETED]	Cape Coral Dialysis	[DELETED]	1315 SE 8TH TER		CAPE CORAL	FL	33990-3213
1099	[DELETED]	Lehigh Acres Dialysis	[DELETED]	2719 4TH ST W		LEHIGH ACRES	FL	33971-1942
1100	[DELETED]	Los Banos Dialysis	[DELETED]	222 I ST		LOS BANOS	CA	93635-4132
1101	[DELETED]	Dade City Dialysis	[DELETED]	37205 MEDICAL DR		DADE CITY	FL	33525-5246
1102	[DELETED]	Kissimmee Dialysis	[DELETED]	802 N JOHN YOUNG PKWY		KISSIMMEE	FL	34741-4912
1103	[DELETED]	New Smyrna Beach Dialysis	[DELETED]	110 S ORANGE ST		NEW SMYRNA BEACH	FL	32168-7153
1104	[DELETED]	Lake Wales Dialysis	[DELETED]	1125 BRYN MAWR AVE		LAKE WALES	FL	33853-4333
1105	[DELETED]	Dearborn Dialysis	[DELETED]	1185 MONROE		DEARBORN	MI	48124
1106	[DELETED]	Greater Miami Dialysis	[DELETED]	160 NW 176TH ST	STE 100	MIAMI	FL	33169-5023
1107	[DELETED]	Burbank Dialysis	[DELETED]	1211 N SAN FERNANDO BLVD		BURBANK	CA	91504-4234
1108	[DELETED]	Greater Daytona Home Training Dialysis	[DELETED]	575 N CLYDE MORRIS BLVD	STE A	DAYTONA BEACH	FL	32114-2323
1109	[DELETED]	Lakeland Dialysis	[DELETED]	515 BELLA VISTA		LAKELAND	FL	33805-3005
1110	[DELETED]	Burlington North Dialysis	[DELETED]	1164 E ROUTE 130		BURLINGTON	NJ	08016-2954
1111	[DELETED]	Delano Dialysis	[DELETED]	905 MAIN ST.		DELANO	CA	93215-1729
1112	[DELETED]	Erie Dialysis	[DELETED]	350 EAST BAYFRONT PKWY	STE A	ERIE	PA	16507-2410
1113	[DELETED]	Homestead Dialysis	[DELETED]	207 WEST 7TH AVE		W HOMESTEAD	PA	15120
1114	[DELETED]	Plant City Dialysis	[DELETED]	1211 W REYNOLDS ST		PLANT CITY	FL	33563-4321
1115	[DELETED]	Winter Haven Dialysis	[DELETED]	1625 MARTIN LUTHER		WINTER HAVEN	FL	33881-5226

				KING DR				
1116	[DELETED]	Charlotte Dialysis	[DELETED]	2321 W MOREHEAD ST	STE 102	CHARLOTTE	NC	28208-3748
1117	[DELETED]	McKeesport Dialysis	[DELETED]	OAK PARK MALL DAVITA HEALTHCARE	2001 LINCOLN WAY	WHITE OAK	PA	15131
1118	[DELETED]	Broward Dialysis	[DELETED]	1500 N FEDERAL HWY	STE 100	FT LAUDERDALE	FL	33304-5600
1119	[DELETED]	Athens Dialysis	[DELETED]	1005 WEST MARKET ST	STE 15	ATHENS	AL	35611
1120	[DELETED]	Bradenton Dialysis	[DELETED]	3501 CORTEZ RD W	STE 104	BRADENTON	FL	34210-3104
1121	[DELETED]	Deland Dialysis	[DELETED]	346 EAST NEW YORK AVE		DELAND	FL	32724-5510
1122	[DELETED]	Boynton/North Delray Dialysis	[DELETED]	2655 W ATLANTIC AVE		DELRAY BEACH	FL	33445-4429
1123	[DELETED]	Lake Worth Dialysis	[DELETED]	2459 S CONGRESS AVE	STE 100	WEST PALM BEACH	FL	33406-7613
1124	[DELETED]	Palm Coast Dialysis	[DELETED]	13 KINGSWOOD DR	STE A	PALM COAST	FL	32137-4614
1125	[DELETED]	Fort Myers South Dialysis	[DELETED]	8570 GRANITE COURT		FORT MYERS	FL	33908-4102
1126	[DELETED]	Woodburn Dialysis	[DELETED]	2245 COUNTRY CLUB RD		WOODBURN	OR	97071-2811
1127	[DELETED]	Four Freedoms (fka Range Street Dialysis)	[DELETED]	289A SW RANGE AVE		MADISON	FL	32340-2340
1128	[DELETED]	West Philadelphia Dialysis	[DELETED]	6510 EASTWICK AVE		PHILADELPHIA	PA	19142-3311
1129	[DELETED]	Tucson West Dialysis	[DELETED]	1780 W ANKLAM RD		TUCSON	AZ	85745-2632
1130	[DELETED]	Tucson East Dialysis	[DELETED]	6420 E BROADWAY AVE	STE C300	TUCSON	AZ	85710-3512
1131	[DELETED]	Tallahassee South Dialysis	[DELETED]	2410 S ADAMS STREET		TALLAHASSEE	FL	32301-6325
1132	[DELETED]	Selma Dialysis	[DELETED]	2001 HIGH ST		SELMA	CA	93662-3512
1133	[DELETED]	Hinesville Dialysis	[DELETED]	522 ELMA G MILES PKWY		HINESVILLE	GA	31313-4021
1134	[DELETED]	Los Angeles Downtown Dialysis	[DELETED]	2021 S FLOWER ST		LOS ANGELES	CA	90007-1342

1135	[DELETED]	Anaheim Dialysis	[DELETED]	1107 WEST LA PALMA AVE		ANAHEIM	CA	92801-2804
1136	[DELETED]	Martinsville Dialysis	[DELETED]	33 BRIDGE STREET S	STE A	MARTINSVILLE	VA	24112-6214
1137	[DELETED]	Jefferson Dialysis	[DELETED]	14 CLAIRTON BLVD		PITTSBURGH	PA	15236-3911
1138	[DELETED]	Saddleback Dialysis	[DELETED]	23141 PLAZA POINTE DR		LAGUNA HILLS	CA	92653-1425
1139	[DELETED]	Sun City Center Dialysis	[DELETED]	775 CORTARO DR		SUN CITY CENTER	FL	33573-6812
1140	[DELETED]	Paris Dialysis	[DELETED]	32 STEUBENVILLE PK		PARIS	PA	15021
1141	[DELETED]	Central Tampa Dialysis	[DELETED]	4204 N MACDILL AVE	SOUTH BLDG	TAMPA	FL	33607-6342
1142	[DELETED]	Zephyrhills Dialysis	[DELETED]	6610 STADIUM DR		ZEPHYRHILLS	FL	33542-7510
1143	[DELETED]	Bartow Dialysis	[DELETED]	1190 E CHURCH ST		BARTOW	FL	33830-4117
1144	[DELETED]	Ormond Beach Dialysis	[DELETED]	495 S NOVA RD	STE 109	ORMOND BEACH	FL	32174-8444
1145	[DELETED]	Lakeland South Dialysis	[DELETED]	5050 S FLORIDA AVE	STE 1	LAKELAND	FL	33813-2501
1146	[DELETED]	St. Mary’s Dialysis	[DELETED]	204 ARNOW DR		ST MARY’S	GA	31558-4071
1147	[DELETED]	Miami North Dialysis	[DELETED]	860 NE 125TH ST		NORTH MIAMI	FL	33161-5743
1148	[DELETED]	Naples Dialysis	[DELETED]	661 9TH ST NORTH		NAPLES	FL	34102-8132
1149	[DELETED]	Bonita Springs Dialysis	[DELETED]	9132-9134 BONITA BEACH RD		BONITA SPRINGS	FL	34135-4281
1150	[DELETED]	Orlando Southwest Dialysis	[DELETED]	6925 LAKE ELLENOR DR	STE 650	ORLANDO	FL	32809-4603
1151	[DELETED]	Quincy Dialysis	[DELETED]	878 STRONG ROAD		QUINCY	FL	32351-5243
1152	[DELETED]	Tallahassee Dialysis	[DELETED]	1607 PHYSICIANS DR		TALLAHASSEE	FL	32308-4620
1153	[DELETED]	South Beach Dialysis	[DELETED]	4701 N MERIDIAN AVE		MIAMI BEACH	FL	33140-2910
1154	[DELETED]	Americus Dialysis	[DELETED]	227 N LEE ST		AMERICUS	GA	31709-3525
1155	[DELETED]	Corry Dialysis	[DELETED]	300 YORK ST		CORRY	PA	16407
1156	[DELETED]	Elizabethtown Dialysis	[DELETED]	844 N HANOVER ST		ELIZABETHTOWN	PA	17022-1303
1157	[DELETED]	Lumberton Dialysis	[DELETED]	668 MAIN ST		LUMBERTON	NJ	08048-5014
1158	[DELETED]	Cobbs Creek Dialysis	[DELETED]	1700 S 60TH ST		PHILADELPHIA	PA	19142-1404
1159	[DELETED]	Westland Dialysis	[DELETED]	5715 N VENOY RD		WESTLAND	MI	48185-2830
1160	[DELETED]	Meadville Dialysis	[DELETED]	19050 PARK AVE PLAZA		MEADVILLE	PA	16335
1161	[DELETED]	Bradford Dialysis	[DELETED]	665 EAST MAIN ST		BRADFORD	PA	16701
1162	[DELETED]	Southgate Dialysis	[DELETED]	14752 NORTHLINE		SOUTHGATE	MI	48195-2467
1163	[DELETED]	Dubois Dialysis	[DELETED]	5780 SHAFFER RD	STE 106B	DU BOIS	PA	15801-3872
1164	[DELETED]	Waynesburg Dialysis	[DELETED]	248 ELM DR		WAYNESBURG	PA	15370
1165	[DELETED]	Selinsgrove Dialysis	[DELETED]	1030 NORTH SUSQUEHANNA TRAIL		SELINSGROVE	PA	17870-7767
1166	[DELETED]	Arlington Dialysis	[DELETED]	1250 EAST PIONEER PARKWAY	SUITE 700	ARLINGTON	TX	76010-6422
1167	[DELETED]	Grapevine Dialysis	[DELETED]	1600 W NORTHWEST HWY	STE 100	GRAPEVINE	TX	76051-3177
1168	[DELETED]	Willow Dialysis	[DELETED]	1675 ALEX DRIVE		WILMINGTON	OH	45177-2446
1169	[DELETED]	New Braunfels Dialysis	[DELETED]	900 LOOP 337		NEW BRAUNFELS	TX	78130-3555
1170	[DELETED]	Castroville Dialysis	[DELETED]	1003 US HIGHWAY 90 W		CASTROVILLE	TX	78009-3854
1171	[DELETED]	Chickasha Dialysis	[DELETED]	228 SOUTH 29TH		CHICKASHA	OK	73018-2502
1172	[DELETED]	Sugarloaf (Lawrenceville) Dialysis	[DELETED]	1705 BELLE MEADE COURT	SUITE 110	LAWRENCEVILLE	GA	30043-5895
1173	[DELETED]	Buford Dialysis	[DELETED]	1550 BUFORD HIGHWAY	SUITE 1E	BUFORD	GA	30518-3666
1174	[DELETED]	St. Louis Park PD	[DELETED]	3505 LOUISIANA AVENUE		ST LOUIS PARK	MN	55426-4121

1175	[DELETED]	Front Royal Dialysis	[DELETED]	1077D N SHENANDOAH AVE		FRONT ROYAL	VA	22630-3546
1176	[DELETED]	Winchester Dialysis	[DELETED]	190 CAMPUS BLVD STE 150		WINCHESTER	VA	22601-2872
1177	[DELETED]	Hillsboro Dialysis	[DELETED]	207 NW I-35		HILLSBORO	TX	76645-2658
1178	[DELETED]	New Hope Dialysis (Golden Valley)	[DELETED]	5640 INTERNATIONAL PARKWAY		NEW HOPE	MN	55428-3047
1179	[DELETED]	Richfield Dialysis	[DELETED]	6601 LYNDALE AVENUE SOUTH	SUITE 150	RICHFIELD	MN	55423-2490
1180	[DELETED]	Fairborne Dialysis	[DELETED]	3070 PRESIDENTIAL DR	SUITE A	FAIRBORN	OH	45324-6220
1181	[DELETED]	Benton Dialysis	[DELETED]	1151 ROUTE 14 WEST		BENTON	IL	62812-1500
1182	[DELETED]	Centralia Dialysis	[DELETED]	1231 STATE ROUTE 161 EAST		CENTRALIA	IL	62801-6739
1183	[DELETED]	Marion Dialysis	[DELETED]	324 SOUTH 4TH ST		MARION	IL	62959-1241
1184	[DELETED]	Mount Vernon Dialysis	[DELETED]	1800 JEFFERSON AVE		MOUNT VERNON	IL	62864-4300
1185	[DELETED]	Bayou City Dialysis	[DELETED]	10655 EASTEX FREEWAY		HOUSTON	TX	77093-4323
1186	[DELETED]	Metarie Dialysis Center	[DELETED]	7100 AIRLINE DR		METAIRIE	LA	70003-5950
1187	[DELETED]	Stony Creek Dialysis	[DELETED]	9115 S CICERO AVE		OAK LAWN	IL	60453-1895
1188	[DELETED]	Beverly Dialysis	[DELETED]	9415 S WESTERN AVE	STE 105	CHICAGO	IL	60620-6232
1189	[DELETED]	Summit Dialysis	[DELETED]	3150 POLK STREET		HOUSTON	TX	77003-4631
1190	[DELETED]	Upper Valley Dialysis	[DELETED]	7933 NORTH MESA ST	SUITE H	EL PASO	TX	79932-1625
1191	[DELETED]	Dallas County (fka Perry Dialysis)	[DELETED]	610 10TH STREET	SUITE L100	PERRY	IA	50220-2221

1192	[DELETED]	Baton Rouge Dialysis	[DELETED]	3888 NORTH BLVD	SUITE 101	BATON ROUGE	LA	70806-3824
1193	[DELETED]	Nampa Dialysis Center	[DELETED]	846 PARKCENTRE WAY		NAMPA	ID	83651-1790
1194	[DELETED]	Table Rock Dialysis	[DELETED]	5610 WEST GAGE ST	STE B	BOISE	ID	83706-1332
1195	[DELETED]	Twin Falls Dialysis	[DELETED]	1840 CANYON CREST		TWIN FALLS	ID	83301-3007
1196	[DELETED]	Burley Dialysis Center	[DELETED]	741 N OVERLAND AVE		BURLEY	ID	83318-3440
1197	[DELETED]	Gate City Dialysis Center	[DELETED]	2001 BENCH ROAD		POCATELLO	ID	83201-2033
1198	[DELETED]	Four Rivers Dialysis	[DELETED]	515 EAST LANE		ONTARIO	OR	97914-3953
1199	[DELETED]	River Parishes	[DELETED]	2880 WEST AIRLINE HWY		LA PLACE	LA	70068-2922
1200	[DELETED]	South Lincoln	[DELETED]	3401 PLANTATION DRIVE	SUITE 140	LINCOLN	NE	68516-4712
1201	[DELETED]	Monroe Dialysis	[DELETED]	114 8TH ST		MONROE	WI	53566-1050
1202	[DELETED]	Rochester Hills	[DELETED]	1886 W AUBURN RD	SUITE 100	ROCHESTER HILLS	MI	48309-3858
1203	[DELETED]	Willowbrook Dialysis	[DELETED]	12120 JONES ROAD	SUITE G	HOUSTON	TX	77070-5280
1204	[DELETED]	Springhurst Dialysis	[DELETED]	10201 CHAMPION FARMS DR		LOUISVILLE	KY	40241-6150
1205	[DELETED]	Magnolia West (Riverside II)	[DELETED]	11161 MAGNOLIA AVE		RIVERSIDE	CA	92505-3605
1206	[DELETED]	Garrisonville Dialysis	[DELETED]	70 DOC STONE RD	101	STAFFORD	VA	22556-4515
1207	[DELETED]	Branchview Dialysis	[DELETED]	217 BRANCHVIEW DRIVE SE		CONCORD	NC	28025-3578
1208	[DELETED]	Strongsville Dialysis	[DELETED]	17792 PEARL RD		STRONGSVILLE	OH	44136-6909
1209	[DELETED]	Summerlin Dialysis	[DELETED]	653 N TOWN CENTER DRIVE	BLDG 2 STE 70	LAS VEGAS	NV	89144-6367
1210	[DELETED]	Red Bluff Dialysis	[DELETED]	2455 SISTER MARY COLUMBA DRIVE		RED BLUFF	CA	96080-4364
1211	[DELETED]	Cobb Dialysis	[DELETED]	3865 MEDICAL PARK DRIVE		AUSTELL	GA	30106-1109
1212	[DELETED]	Paulding Dialysis	[DELETED]	4019 JOHNS RD		DALLAS	GA	30132-3420
1213	[DELETED]	Sweetwater Dialysis	[DELETED]	7117 S SWEETWATER RD		LITHIA SPRINGS	GA	30122-2446
1214	[DELETED]	Charlottesville North	[DELETED]	1800 TIMBERWOOD BLVD	STE C	CHARLOTTESVILLE	VA	22911-7574
1215	[DELETED]	Southern Crescent (fka Riverdale)	[DELETED]	275 UPPER RIVERDALE ROAD SW	SUITE B	RIVERDALE	GA	30274-2556
1216	[DELETED]	Meridian Park (f/k/aLake Oswego)	[DELETED]	19255 SW 65TH AVE	SUITE 100	TUALATIN	OR	97062-9712
1217	[DELETED]	Treasure Valley Dialysis	[DELETED]	3525 E LOUISE ST	SUITE 155	MERIDIAN	ID	83642-6303
1218	[DELETED]	White Oak (includes White Oak Trainng)	[DELETED]	5520 CHEVIOT ROAD	SUITE B	CINCINNATI	OH	45247-7094
1219	[DELETED]	Ash Tree (Chronic Cert. 8/21/06) PD	[DELETED]	2666 NORTH GROVE INDUSTRIAL DRIVE		FRESNO	CA	93727-1552
1220	[DELETED]	Madera Dialysis	[DELETED]	1200 EAST ALMOND AVE		MADERA	CA	93637-5606
1221	[DELETED]	Interstate Dialysis	[DELETED]	334 SOUTH 13TH STREET		BURLINGTON	CO	80807-2414
1222	[DELETED]	Carrollton	[DELETED]	1544 VALWOOD PKWY	STE 114	CARROLLTON	TX	75006-6827
1223	[DELETED]	Edna Dialysis	[DELETED]	1008 N WELLS		EDNA	TX	77957-2153
1224	[DELETED]	Bear Creek Dialysis	[DELETED]	4978 NORTH HIGHWAY 6	SUITE 1	HOUSTON	TX	77084-5282
1225	[DELETED]	Windham Dialysis	[DELETED]	375 TUCKIE ROAD	STE C	NORTH WINDHAM	CT	06256-1345
1226	[DELETED]	Vernon Dialysis	[DELETED]	460 HARTFORD TURNPIKE		VERNON	CT	06066-4819
1227	[DELETED]	Fountain Dialysis	[DELETED]	6910 BANDLEY DRIVE		FOUNTAIN	CO	80817-2612
1228	[DELETED]	Grand Junction	[DELETED]	710 WELLINGTON AVE	SUITE 20	GRAND JUNCTION	CO	81501-6100
1229	[DELETED]	Fort Mill	[DELETED]	1975 CAROLINA PLACE		FORT MILL	SC	29708

1230	[DELETED]	Mrytle Beach	[DELETED]	3919 MAYFAIR STREET		MYRTLE BEACH	SC	29577-5773
1231	[DELETED]	Oakwood (West Jefferson)	[DELETED]	148 HECTOR AVE		GRETNA	LA	70056-2531
1232	[DELETED]	SP Hillsboro	[DELETED]	2500 NW 229TH AVE	BLDG E, SUITE 300	HILLSBORO	OR	97124-6517
1233	[DELETED]	Kettering	[DELETED]	5721 BIGGER ROAD		KETTERING	OH	45440-2752
1234	[DELETED]	Mansfield	[DELETED]	987 N WALNUT CREEK DRIVE		MANSFIELD	TX	76063-1503
1235	[DELETED]	Beeville	[DELETED]	100 WEST HUNTINGTON ST		BEEVILLE	TX	78102-3324
1236	[DELETED]	Cottage Grove	[DELETED]	8800 EAST POINT DOUGLAS ROAD	STE 100	COTTAGE GROVE	MN	55016
1237	[DELETED]	Scott County Dialysis	[DELETED]	7456 SOUTH PARK DRIVE		SAVAGE	MN	55378
1238	[DELETED]	Denham Springs	[DELETED]	26737 HWY 1032		DENHAM SPRINGS	LA	70726-4926
1239	[DELETED]	Virginia Beach	[DELETED]	1800 CAMELOT DR	STE 100	VIRGINIA BEACH	VA	23454-2425
1240	[DELETED]	Amelia Island	[DELETED]	1525 LIME ST	STE 120	FERNANDINA BEACH	FL	32034-3015
1241	[DELETED]	Laurel Manor at the Villages	[DELETED]	1950 LAUREL MANOR DR	STE 190	LADY LAKE	FL	32162-5602
1242	[DELETED]	East Deerborn	[DELETED]	13200 WEST WARREN AVE		DEARBORN	MI	48126-1415
1243	[DELETED]	North Houston	[DELETED]	7115 NORTH LOOP EAST		HOUSTON	TX	77028-5948
1244	[DELETED]	South Houston	[DELETED]	5989 SOUTH LOOP EAST		HOUSTON	TX	77033-1017
1245	[DELETED]	Ralph McGill Dialysis Center	[DELETED]	448 RALPH MCGILL BLVD NE		ATLANTA	GA	30312-1217
1246	[DELETED]	Chelsea	[DELETED]	1620 COMMERCE PARK DRIVE	SUITE 200	CHELSEA	MI	48118-1452
1247	[DELETED]	Smokey Mountain	[DELETED]	1611 ANDREWS RD		MURPHY	NC	28906-5100
1248	[DELETED]	Miami Gardens	[DELETED]	3363 NW 167TH ST		MIAMI GARDENS	FL	33056-4254

1249	[DELETED]	Deerbrook	[DELETED]	9660 FM 1960 BYPASS RD W		HUMBLE	TX	77338-4039
1250	[DELETED]	Downtown Dallas	[DELETED]	3515 SWISS AVENUE	STE A	DALLAS	TX	75204-6223
1251	[DELETED]	Henderson (Siena)	[DELETED]	2865 SIENNA HEIGHTS DR	#141	HENDERSON	NV	89052
1252	[DELETED]	Wyandotte	[DELETED]	3737 STATE AVE		KANSAS CITY	KS	66102-3830
1253	[DELETED]	Westview	[DELETED]	3749 COMMERCIAL DRIVE	LAFAYETTE PLACE SHOPPING CENTER	INDIANAPOLIS	IN	46222-1676
1254	[DELETED]	Garland	[DELETED]	776 E CENTERVILLE RD		GARLAND	TX	75041-4640
1255	[DELETED]	Aberdeen	[DELETED]	780 WEST BELAIR AVE		ABERDEEN	MD	21001-2236
1256	[DELETED]	Mountain Park (fka Stone Mountain)	[DELETED]	5235 MEMORIAL DRIVE		STONE MOUNTAIN	GA	30083-3112
1257	[DELETED]	Downtown San Antonio	[DELETED]	615 E QUINCY ST		SAN ANTONIO	TX	78215-1600
1258	[DELETED]	Medlock Bridge (fka Duluth)	[DELETED]	10680 MEDLOCK BRIDGE ROAD	STE 103	DULUTH	GA	30097-8404
1259	[DELETED]	Greene County Dialysis	[DELETED]	1025 KINGOLD BLVD		SNOW HILL	NC	28580-1616
1260	[DELETED]	West Broadway Dialysis	[DELETED]	720 WEST BROADWAY		LOUISVILLE	KY	40202-2216
1261	[DELETED]	St. Pauls Dialysis	[DELETED]	564 WEST MCLEAN STREET		ST PAULS	NC	28384-1421
1262	[DELETED]	Carquinez Dialyis	[DELETED]	125 CORPORATE PLACE	SUITE C	VALLEJO	CA	94590-6968
1263	[DELETED]	DaVita East (fka La Bamba)	[DELETED]	11989 PELLICANO DRIVE		EL PASO	TX	79936-6271
1264	[DELETED]	Natomas	[DELETED]	30 GOLDEN LAND CT	BLDG G	SACRAMENTO	CA	95834-2420
1265	[DELETED]	Tennesse Valley (fka Johnson City)	[DELETED]	107 WOODLAWN DR	STE 2	JOHNSON CITY	TN	37604-6287
1266	[DELETED]	Turfway Dialysis	[DELETED]	11 SPIRAL DRIVE	STE 15	FLORENCE	KY	41042-1357
1267	[DELETED]	Leavenworth	[DELETED]	501 OAK STREET		LEAVENWORTH	KS	66048-2646
1268	[DELETED]	Franklin Dialysis	[DELETED]	1140 W JEFFERSON ST	STE A	FRANKLIN	IN	46131-2101
1269	[DELETED]	Norco	[DELETED]	1901 TOWN AND COUNTRY DRIVE	SUITE 100	NORCO	CA	92860-3625
1270	[DELETED]	Andover	[DELETED]	488 S MAIN ST		ANDOVER	OH	44003-9602
1271	[DELETED]	Little Rock	[DELETED]	400 T P WHITE DR		JACKSONVILLE	AR	72076-3287
1272	[DELETED]	North Little Rock Dialysis	[DELETED]	4505 E MCCAIN BLVD		NORTH LITTLE ROCK	AR	72117-2902
1273	[DELETED]	Grants Pass	[DELETED]	1055 REDWOOD AVE		GRANTS PASS	OR	97527-5525
1274	[DELETED]	Anadarko	[DELETED]	412 SE 11TH STREET		ANADARKO	OK	73005-4442
1275	[DELETED]	Desert Springs	[DELETED]	2110 EAST FLAMINGO ROAD	STE 108	LAS VEGAS	NV	89119-5191
1276	[DELETED]	Livingston	[DELETED]	9120 NE VANCOUVER MALL DRIVE		VANCOUVER	WA	98662-9401
1277	[DELETED]	Vancouver	[DELETED]	308 OAK ST		LIVINGSTON	TN	38570-1729
1278	[DELETED]	Fenton Dialysis	[DELETED]	17420 SILVER PARKWAY		FENTON	MI	48430-4429
1279	[DELETED]	Cold Spring	[DELETED]	430 CROSS ROADS DR		COLD SPRING	KY	41076-2341
1280	[DELETED]	Yucaipa	[DELETED]	33487 YUCAIPA BLVD		YUCAIPA	CA	92399-2064
1281	[DELETED]	Florida Renal Center	[DELETED]	3500 NW 7TH ST		MIAMI	FL	33125-4016
1282	[DELETED]	Harbor UCLA	[DELETED]	1075 E PACIFIC COAST HWY		LONG BEACH	CA	90806-5016
1283	[DELETED]	Seaton Drive (fka Greenspring II)	[DELETED]	4800 SETON DRIVE	REAR OF	BALTIMORE	MD	21215-3210

1284	[DELETED]	South Valley	[DELETED]	17815 VENTURA BLVD	BLDG STE 100	ENCINO	CA	91316-3600
1285	[DELETED]	West Pensacola	[DELETED]	598 N FAIRFIELD DRIVE	STE 100	PENSACOLA	FL	32506-4320
1286	[DELETED]	Mar Vista (fka UCLA - Santa Monica)	[DELETED]	2020 SANTA MONICA BLVD	STE 100 AND 120	SANTA MONICA	CA	90404-2001
1287	[DELETED]	Riddle Dialysis	[DELETED]	100 GRANITE DRIVE	STE 106	MEDIA	PA	19063-5134
1288	[DELETED]	Uptown	[DELETED]	3601 LYNDALE AVENUE SOUTH		MINNEAPOLIS	MN	55409
1289	[DELETED]	Lake Griffith East Dialysis	[DELETED]	401 E NORTH BLVD		LEESBURG	FL	34748-5246
1290	[DELETED]	West Linn	[DELETED]	19056 WILLAMETTE DR		WEST LINN	OR	97068-1715
1291	[DELETED]	Cape Coral South Dialysis	[DELETED]	3046 DEL PRADO BLVD	UNIT 4A	CAPE CORAL	FL	33904-7232
1292	[DELETED]	Ceres	[DELETED]	1768 MITCHELL ROAD	STE 308	CERES	CA	95307-2147
1293	[DELETED]	Hileah Kidney Center II	[DELETED]	1401 E 4TH AVE	STE 105	HIALEAH	FL	33010-3504
1294	[DELETED]	Shaker Square	[DELETED]	11201 SHAKER BLVD	STE 312	CLEVELAND	OH	44104-3869
1295	[DELETED]	St. Cloud Dialysis	[DELETED]	4750 OLD CANOE CREEK RD		SAINT CLOUD	FL	34769-1430
1296	[DELETED]	Turlock Dialysis Center	[DELETED]	50 W SYRACUSE AVE		TURLOCK	CA	95380-3143
1297	[DELETED]	Haymarket (fka Gainesville)	[DELETED]	14664 GAP WAY		GAINESVILLE	VA	20155-1683
1298	[DELETED]	Hackettstown	[DELETED]	657 WILLOW GROVE ST	WEST WING MEDICAL PLAZA STE 202	HACKETTSTOWN	NJ	07840-1713
1299	[DELETED]	Regency (fka Jacksonville)	[DELETED]	9535 REGENCY SQUARE BLVD		JACKSONVILLE	FL	32225-8806
1300	[DELETED]	Williamsburg (fka Yorkstown)	[DELETED]	500 SENTARA CIR	STE 103	WILLIAMSBURG	VA	23188-5726
1301	[DELETED]	Commerce Township	[DELETED]	120 COMMERCE ROAD		COMMERCE TOWNSHIP	MI	48382-3915
1302	[DELETED]	Kankakee	[DELETED]	581 WILLIAM LATHAM DRIVE	STE 104	BOURBONNAIS	IL	60914-2319
1303	[DELETED]	Sandusky	[DELETED]	795 BARDSHAR RD		SANDUSKY	OH	44870-1505
1304	[DELETED]	Ionia	[DELETED]	2622 HEARTLAND BLVD		IONIA	MI	48846-8757
1305	[DELETED]	Indian River (fka Vero Beach)	[DELETED]	2150 45TH ST	STE 102	VERO BEACH	FL	32967-1547

1306	[DELETED]	North Henry	[DELETED]	5627 N HENRY BLVD	STE I-1	STOCKBRIDGE	GA	30281-3244
1307	[DELETED]	Tacoma Dialysis	[DELETED]	3401 S 19TH STREET		TACOMA	WA	98405-1905
1308	[DELETED]	Hileah Kidney Center I	[DELETED]	2750 W 68TH ST	STE 207	HIALEAH	FL	33016-5446
1309	[DELETED]	St. Francis (Charter Colony)	[DELETED]	2312 COLONY CROSSING PL		MIDLOTHIAN	VA	23112-4280
1310	[DELETED]	Bellflower	[DELETED]	15736 WOODRUFF AVE		BELLFLOWER	CA	90706-4018
1311	[DELETED]	Smyrna	[DELETED]	537 STONE CREST PARKWAY		SMYRNA	TN	37167-6804
1312	[DELETED]	Clearlake	[DELETED]	14400 OLYMPIC DR		CLEARLAKE	CA	95422-8809
1313	[DELETED]	New Orleans	[DELETED]	4528 FRERET ST		NEW ORLEANS	LA	70115-6317
1314	[DELETED]	Folsom Prison /Wasco Prison	[DELETED]	900 QUEBEC AVE	PO BOX 7100	CORCORAN	CA	93212-7100
1315	[DELETED]	WASCO/Kern/SATF Prison	[DELETED]	701 SCOFIELD AVE		WASCO	CA	93280-7515
1316	[DELETED]	Point Place	[DELETED]	4747 SUDER AVE	STE 107	TOLEDO	OH	43611-1831
1317	[DELETED]	Salem	[DELETED]	1201 N JIM DAY RD	STE 103	SALEM	IN	47167-7219
1318	[DELETED]	North County	[DELETED]	795 BARDSHAR RD		SANDUSKY	OH	44870-1505
1319	[DELETED]	Hortom	[DELETED]	1901 EUCLID AVE		HORTON	KS	66439-1238
1320	[DELETED]	Central Kalazmazoo	[DELETED]	535 S BURDICK	STE 110	KALAMAZOO	MI	49007-5281
1321	[DELETED]	Eaton	[DELETED]	105 E WASHINGTON JACKSON RD		EATON	OH	45320-9789
1322	[DELETED]	Anderson	[DELETED]	7502 STATE RD	MEDICAL BLDG 2	CINCINNATI	OH	45255-2439
1323	[DELETED]	Maysville	[DELETED]	489 TUCKER DR		MAYSVILLE	KY	41056-9111
1324	[DELETED]	Eastchester (fka Bronx II)	[DELETED]	1515 JARRETT PLACE		BRONX	NY	10461-2606
1325	[DELETED]	Fallon	[DELETED]	1103 NEW RIVER PKWY		FALLON	NV	89406-6899
1326	[DELETED]	West Sacramento	[DELETED]	3450 INDUSTRIAL BLVD	STE 100	WEST SACRAMENTO	CA	95691-5003
1327	[DELETED]	Eastland (fka Independence, MO)	[DELETED]	19101 E VALLEY VIEW PKWY	STE E	INDEPENDENCE	MO	64055-6904
1328	[DELETED]	Fridley	[DELETED]	5301 E RIVER RD	STE 117	FRIDLEY	MN	55421-3778
1329	[DELETED]	Pataskala	[DELETED]	642 EAST BROAD ST		PATASKALA	OH	43062-7627
1330	[DELETED]	Fargo	[DELETED]	4474 23RD AVE S	STE M	FARGO	ND	58104-8787
1331	[DELETED]	West Kalamazoo	[DELETED]	1040 NORTH 10TH STREET		KALAMAZOO	MI	49009-6149
1332	[DELETED]	Exerter	[DELETED]	1116 WEST VISALIA ROAD	STE 106	EXETER	CA	93221-1482
1333	[DELETED]	Meadows East	[DELETED]	2529 SIX MILE LN		LOUISVILLE	KY	40220-2934

Schedule 1.11

Managed Centers

DaVita Inc.

Schedule 1.11

[DELETED]

[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]	[DELETED]
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Schedule 4.1

Data

1. ACIS (Amgen's customer identification number);

2. Facility ID;

3. Patient ID (sufficient to consistently track an individual patient without in any way disclosing the identity of the patient);

4. [DELETED];

5. Modality; Including designation of Hemodialysis ("HD") ID or peritoneal dialysis ("PD") ID (a PD patient shall be defined as a patient who receives at least one (1) peritoneal dialysis treatment during a given month). [DELETED] When they are able to do so, those designations will be added to this Schedule.

6. [DELETED];

7. All [DELETED] with their corresponding draw dates for each patient by Patient ID;

8. [DELETED] delivered for each patient per treatment with date (Example: [DELETED]);

9. [DELETED];

10. [DELETED];

11. [DELETED] for each patient;

12. [DELETED] for each patient;

13. [DELETED] for each patient;

14. [DELETED] for each patient;

15. [DELETED];

16. [DELETED];

17. [DELETED];

18. To the best of Dialysis Center's knowledge, [DELETED];

19. To the best of Dialysis Center's knowledge, [DELETED];

20. [DELETED];

21. [DELETED];

22. [DELETED];

23. All [DELETED] test results for each dialysis patient, the date of each such test, a consistent, unique, alpha-numeric case identifier for each patient (sufficient to consistently track an individual patient without in any way disclosing the identity of the patient), and the name, address and phone number of the physical location at which such patient received treatment;

24. [DELETED];

25. [DELETED]; and

26. Product shipped/dispensed date.

Schedule 5

Compensation Data

Product Data Submission Requirements. Compensation Data shall be sent in either Excel or a tab-delimited text file to the following email address: salesadj@amgen.com. The file naming convention shall include the Dialysis Center name, Products, and data [DELETED] and year (i.e. DaVita_Epogen_[DELETED]_2007). Dialysis Center must supply all of the information set forth in the table below.

ID	Data Field Name	Data Field Description
1	Unique Account Identifier	DaVita's numeric identifier for each account (PFac & OFac)
2	Account Name	Account requesting Products
3	Account Street Address	Account requesting Products
4	Account City	Account requesting Products
5	Account State	Account requesting Products
6	Account zip	Account requesting Products
7	Dispensing Pharmacy for Products	DaVita's numeric identifier for location that has dispensed the Products
8	Product NDC Number	
9	Product Description	Name of Products including strength (Label Name)
10	Quantity Shipped	
11	Unit Of Measure	Tabs, bottles, vials, etc.

Exhibit 3.1

Discount Terms and Conditions

1 **DEFINITIONS.** In addition to the defined terms set forth in Article 1 of the Agreement, the following terms, as used in this **Exhibit A**, shall have the meaning ascribed below.

1.1 "Qualified Gross Purchases" shall mean Products purchased by Dialysis Center, Designated Affiliates or Managed Centers during the term of this Agreement from an Authorized Wholesaler (or from Amgen pursuant to Section 2.3) and confirmed by Amgen through sales tracking data. Qualified Gross Purchases shall be calculated using the [DELETED].

2 [DELETED] The rebates Dialysis Center may be eligible to receive as set forth in this Exhibit 3.1 are subject to the following [DELETED].

2.1 [DELETED] The rebates set forth in this Exhibit 3.1 shall be paid to Dialysis Center only on aggregate Qualified Gross Purchases made (as adjusted pursuant to Section 2.2 and to Section 3.4 of the Agreement) to reflect any Designated Affiliates or Managed Centers added or removed during such period) during any [DELETED] which do not exceed [DELETED] of the aggregate Qualified Gross Purchases made (as adjusted pursuant to Section 2.2 and Section 3.4 of the Agreement) in the [DELETED]. Such calculation shall be adjusted to remove from the calculation the effect of any change in [DELETED] during the relevant comparison periods.

2.2 For any Qualified Gross Purchases over [DELETED] Dialysis Center may be eligible to receive rebates on such Qualified Gross Purchases if Amgen, in its sole discretion, determines that such Qualified Gross Purchases [DELETED]. Amgen shall make such determination based upon a review of all relevant reports including, but not limited to: [DELETED] finance reports. Such determination must be approved by Amgen's Corporate Accounts Senior Management.

3 [DELETED]

3.1 *Calculation*. Dialysis Center shall receive a [DELETED]. The [DELETED] will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

3.2 *Payment*. Amgen will pay such [DELETED] within [DELETED] after the end of the corresponding [DELETED].

3.3 *Vesting*. The [DELETED] for a given [DELETED] shall vest on the [DELETED].

4 [DELETED] Dialysis Center shall qualify for the [DELETED] for a given [DELETED] provided it, its Designated Affiliates and Eligible Managed Centers provide to Amgen the Data set forth in Schedule 4.1, and provided Dialysis Center meets the requirements described below in this Article 4 of this Exhibit 3.1.

4.1 *Requirement*.

4.1.1 *Submission of Data*. Subject to the validity of a Certification as described in Article 4 of the Agreement, Dialysis Center, its Designated Affiliates and Eligible Managed Centers must provide to Amgen the Data in a machine readable format

acceptable to Amgen, (Excel; or text file that is tab delimited, comma delimited, colon delimited or space delimited including a line of column headers identifying the column contents and units, if applicable. The Data files shall contain record counts for each file contained in the data submission); provided, however, that Dialysis Center shall be required to submit such test results only for those dialysis patients whose test results are actually determined by laboratories owned and operated by Dialysis Center.

4.2 *Calculation*. Provided Dialysis Center has fulfilled all requirements described in this Article 4, Dialysis Center shall be eligible to receive a [DELETED]. The [DELETED] will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

4.3 *Payment*. The Data must be submitted, on a [DELETED] basis by the last day of the following [DELETED] (or the next business day if such last day is not a business day). If the Data is received after such timeframe for any [DELETED] within a given [DELETED], the total Qualified Gross Purchases during such [DELETED] will be excluded from the calculation of the [DELETED] for that [DELETED]. Notwithstanding the foregoing, if Amgen receives all required Data from a minimum of [DELETED] of all Designated Affiliates and Eligible Managed Centers within the time frame referenced above for any [DELETED] within a given [DELETED], the total Qualified Gross Purchases during such [DELETED], will be included in the calculation of the [DELETED] for that [DELETED]. Failure of Dialysis Center to qualify under this provision during a particular [DELETED] shall not affect Dialysis Center's eligibility to qualify during any other [DELETED], nor shall Dialysis Center's qualification during a particular [DELETED] automatically result in qualification during any other [DELETED]. If Amgen receives all required Data from less than [DELETED] of Designated Affiliates and Eligible Managed Centers for any [DELETED] within a given [DELETED], no Qualified Gross Purchases during such [DELETED] will be included in the calculation of the [DELETED] for that [DELETED]. However, if Amgen determines that any Designated Affiliates and/or Eligible Managed Centers is consistently not submitting the required Data, Amgen and Dialysis Center will work collaboratively in resolving such inconsistencies. Amgen will use its best efforts to notify Dialysis Center in writing, no later than [DELETED] after the receipt and acceptance by Amgen of the Data, of the identity of all those Designated Affiliates and Eligible Managed Centers, if any, which have failed to meet the Data submission requirements for that [DELETED]. Amgen reserves the right, in its sole discretion, to exclude any such consistently non-reporting Designated Affiliate's and/or Eligible Managed Center's Qualified Gross Purchases from the calculation of the [DELETED] for any relevant [DELETED]. Amgen will pay such [DELETED] within [DELETED] after the end of the corresponding [DELETED] provided Amgen is in receipt of all Data in a form acceptable to Amgen, in the time period described above. If the failure of Dialysis Center to deliver any such Data is a result of a Certification not being valid due to Amgen's failure to satisfy any Certification Requirement (as described in Article 4 of the Agreement) then the [DELETED] shall still be available to Dialysis Center and payable by Amgen, in which case Dialysis Center shall deliver the Data to Amgen as soon as the Certification becomes valid. Upon a valid Certification being issued, Dialysis Center shall submit to Amgen all Data dating back to the date Dialysis Center stopped submitting the Data to Amgen within [DELETED].

4.4 *Vesting*. The [DELETED] for a given [DELETED] shall vest on the [DELETED].

5 [DELETED] Dialysis Center shall qualify for the [DELETED] for a given [DELETED] provided it meets the requirements described below in this Article 5 of this Exhibit 3.1. The purpose of the [DELETED] is to improve the [DELETED] of all Data sent from Dialysis Center, its Designated Affiliates and Eligible Managed Centers and received by Amgen, such that the [DELETED] used by both parties are more efficient and timely.

5.1 *Requirements*.

5.1.1 For the term of the Agreement the following requirements shall be met:

5.1.1.1 Dialysis Center must adhere to the [DELETED] agreed upon with Amgen following any [DELETED] by Dialysis Center and/or a [DELETED] of Dialysis Center.

5.1.1.2 Dialysis Center shall participate in [DELETED] with Amgen to discuss the [DELETED] of each project, with additional [DELETED] as required.

5.1.1.3 Dialysis Center shall cooperate with Amgen to define [DELETED].

5.1.1.4 Dialysis Center shall adhere to the [DELETED].

5.1.1.5 Dialysis Center shall provide review and approval of Amgen educational and promotional material within thirty (30) days of Amgen providing such material, and shall respond within such period in writing stating either that such material is approved, or rejected (and, if rejected, the reasons for such rejection in reasonable detail).

5.1.1.6 Dialysis Center and Amgen will collaborate to [DELETED].

5.1.1.7 Dialysis Center shall use its best efforts to [DELETED] to Amgen in [DELETED].

5.1.1.8 Dialysis Center shall continue to collaborate with Amgen to [DELETED].

5.1.1.9 Dialysis Center shall collaborate with Amgen to [DELETED].

5.1.2 Each year during the term of the Agreement, Dialysis Center and Amgen shall meet during the [DELETED] year, to develop a mutually agreeable [DELETED]. Each [DELETED] shall be set forth in a detailed [DELETED] and attached as an addendum to the Agreement on or before the end of the [DELETED] applicable year during the term of the Agreement. Each [DELETED] shall include [DELETED] on a specific timeline for the [DELETED] applicable year during the term of the Agreement. The [DELETED] and [DELETED] set forth in each such [DELETED] shall be used to determine the requirements for earning the [DELETED] in the [DELETED] year.

5.1.3 To qualify for the [DELETED] during each year of the term of the Agreement, Dialysis Center must achieve the [DELETED] as set forth in each such [DELETED]; provided, that the only requirement for Dialysis Center to earn the [DELETED] during the [DELETED] year during the term of the Agreement shall be to develop a [DELETED] year.

5.2 *Calculation*. Provided Dialysis Center has fulfilled all requirements described in this Article 5, Dialysis Center shall be eligible to receive a [DELETED]. The [DELETED] will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

5.3 *Payment*. Amgen will pay such [DELETED] within [DELETED] after the end of the corresponding [DELETED].

5.4 *Vesting*. The [DELETED] for a given [DELETED] shall vest on the [DELETED].

6 [DELETED]. Dialysis Center shall qualify for the [DELETED] provided it meets the requirements described below in this Article 6 of this Exhibit 3.1.

6.1 *Requirements*.

6.1.1 For the term of the Agreement the following requirements shall be met:

6.1.1.1 Dialysis Center shall [DELETED]; and

6.1.1.2 Dialysis Center shall submit to Amgen the results of such [DELETED] by the [DELETED] calendar year of the term of the Agreement.

6.2 *Calculation*. Provided Dialysis Center has fulfilled all requirements described in this Article 6 of this Exhibit 3.1, Dialysis Center shall be eligible to receive an [DELETED]. The [DELETED] will be calculated as a percentage of the Qualified Cross Purchases during each calendar year during the term of the Agreement.

6.3 *Payment*. Amgen will pay the [DELETED] annually, within [DELETED] following the [DELETED] calendar year during the term of the Agreement.

6.4 *Vesting*. The [DELETED] shall vest on the [DELETED] calendar year during the term of the Agreement.

Exhibit 12.1

DAVITA INC.

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges is computed by dividing earnings by fixed charges. Earnings for this purpose is defined as pretax income from continuing operations adjusted by adding back fixed charges expensed during the period. Fixed charges include debt expense (interest expense and the write-off and the amortization of deferred financing costs), the estimated interest component of rent expense on operating leases, and capitalized interest.

	Year ended December 31,				
	2007	2006	2005	2004	2003
	(dollars in thousands)				
Earnings adjusted for fixed charges:					
Income from continuing operations before income taxes	$627,522	$475,759	$331,097	$332,840	$269,651
Add:					
Debt expense	257,147	276,706	139,586	52,411	66,821
Interest portion of rent expense	64,613	60,395	35,189	24,305	21,685
	321,760	337,101	174,775	76,716	88,506
	$949,282	$812,860	$505,872	$409,556	$358,157
Fixed charges:					
Debt expense	257,147	276,706	139,586	52,411	66,821
Interest portion of rent expense	64,613	60,395	35,189	24,305	21,685
Capitalized interest	3,878	4,708	1,912	1,078	1,523
	$325,638	$341,809	$176,687	$ 77,794	$ 90,029
Ratio of earnings to fixed charges	2.92	2.38	2.86	5.26	3.98

Exhibit 21.1

SUBSIDIARIES OF THE COMPANY

Name	Structure	Jurisdiction of Incorporation
Aberdeen Dialysis, LLC	Limited Liability Company	DE
Amarillo Dialysis, LLC	Limited Liability Company	DE
American Fork Dialysis, LLC	Limited Liability Company	DE
Arcadia Gardens Dialysis, LLC	Limited Liability Company	DE
Astro, Hobby, West Mt. Renal Care Limited Partnership	Limited Partnership	DE
Austin Dialysis Centers, L.P.	Limited Partnership	DE
Bay Area Dialysis Partnership	Partnership	FL
Baytown Dialysis, LLC	Limited Liability Company	DE
Bear Creek Dialysis, L.P	Limited Partnership	DE
Beverly Hills Dialysis Partnership	Partnership	CA
Brighton Dialysis Center, LLC	Limited Liability Company	DE
Bronx RC Development, LLC	Limited Liability Company	NY
Buford Dialysis, LLC	Limited Liability Company	DE
Canyon Springs Dialysis, LLC	Limited Liability Company	DE
Capital Dialysis Partnership	Partnership	CA
Carroll County Dialysis Facility, Inc.	Corporation	MD
Carroll County Dialysis Facility Limited Partnership	Limited Partnership	MD
Centennial LV, LLC	Limited Liability Company	DE
Central Carolina Dialysis Centers, LLC	Limited Liability Company	DE
Central Georgia Dialysis, LLC	Limited Liability Company	DE
Central Iowa Dialysis Partners, LLC	Limited Liability Company	DE
Central Kentucky Dialysis Centers, LLC	Limited Liability Company	DE
Cherry Valley Dialysis, LLC	Limited Liability Company	DE
Chicago Heights Dialysis, LLC	Limited Liability Company	DE
Clinton Township Dialysis, LLC	Limited Liability Company	DE
Colville Dialysis, LLC	Limited Liability Company	DE
Commerce Township Dialysis Center, LLC	Limited Liability Company	DE
Continental Dialysis Center, Inc.	Corporation	VA
Continental Dialysis Center of Springfield-Fairfax, Inc.	Corporation	VA
Cordele Dialysis Center, LLC	Limited Liability Company	DE
Dallas-Fort Worth Nephrology, L.P	Limited Partnership	DE
Dallas-Fort Worth Nephrology II, LLC	Limited Liability Company	DE
DaVita Dakota Dialysis Center, LLC	Limited Liability Company	DE
DaVita El Paso East, L.P	Limited Partnership	DE
DaVita Nephrology Medical Associates of California, Inc.	Corporation	CA
DaVita Nephrology Medical Associates of Illinois, P.C.	Professional Corporation	IL
DaVita Nephrology Medical Associates of Pennsylvania, P.C	Professional Corporation	PA
DaVita Nephrology Medical Associates of Washington, P.C.	Professional Corporation	WA
DaVita Nephrology Medical Partners-Midwest, Co	Professional Association	OH
DaVita—Riverside, LLC	Limited Liability Company	DE
DaVita-Riverside II, LLC	Limited Liability Company	DE
DaVita Rx, LLC	Limited Liability Company	DE
DaVita—West, LLC	Limited Liability Company	DE
DaVita Tidewater, LLC	Limited Liability Company	DE
DaVita Tidewater-Virginia Beach, LLC	Limited Liability Company	DE
DaVita VillageHealth, Inc	Corporation	DE

Name	Structure	Jurisdiction of Incorporation
DaVita VillageHealth Insurance of Alabama, Inc	Corporation	AL
DaVita VillageHealth of Colorado, Inc	Corporation	CO
DaVita VillageHealth of Georgia, Inc	Corporation	GA
DaVita VillageHealth of Michigan, Inc	Corporation	MI
DaVita VillageHealth of Ohio, Inc	Corporation	OH
DaVita VillageHealth of Virginia, Inc	Corporation	VA
Decker Dialysis, LLC	Limited Liability Company	DE
Dialysis Center of Abilene, L.P	Limited Partnership	DE
Dialysis Holdings, Inc.	Corporation	DE
Dialysis of Des Moines, LLC	Limited Liability Company	DE
Dialysis of North Atlanta, LLC	Limited Liability Company	DE
Dialysis of Northern Illinois, LLC	Limited Liability Company	DE
Dialysis Specialists of Dallas, Inc.	Corporation	TX
DNP Management Company, LLC	Limited Liability Company	DE
Downriver Centers, Inc.	Corporation	MI
Downtown Houston Dialysis Center, L.P.	Limited Partnership	DE
Durango Dialysis Center, LLC	Limited Liability Company	DE
DVA Healthcare of Maryland, Inc.	Corporation	MD
DVA Healthcare of Massachusetts, Inc.	Corporation	MA
DVA Healthcare Of New London, LLC	Limited Liability Company	TN
DVA Healthcare of Norwich, LLC	Limited Liability Company	TN
DVA Healthcare of Pennsylvania, Inc.	Corporation	PA
DVA Healthcare Of Tuscaloosa, LLC	Limited Liability Company	TN
DVA Healthcare Procurement Services, Inc.	Corporation	CA
DVA Healthcare Renal Care, Inc.	Corporation	NV
DVA Healthcare-Southwest Ohio, LLC	Limited Liability Company	TN
DVA Laboratory Services, Inc.	Corporation	FL
DVA of New York, Inc.	Corporation	NY
DVA Renal Healthcare, Inc.	Corporation	TN
DVA/Washington University Healthcare of Greater St. Louis, LLC	Limited Liability Company	DE
East Dearborn Dialysis, LLC	Limited Liability Company	DE
East End Dialysis Center, Inc.	Corporation	VA
East Ft. Lauderdale, LLC	Limited Liability Company	DE
East Houston Kidney Center, L.P.	Limited Partnership	DE
Eastmont Dialysis Partnership	Partnership	CA
Eastover Dialysis, LLC	Limited Liability Company	DE
Elberton Dialysis Facility, Inc.	Corporation	GA
Elk Grove Dialysis Center, LLC	Limited Liability Company	DE
Empire State DC, Inc.	Corporation	NY
Five Star Dialysis, LLC	Limited Liability Company	DE
Flamingo Park Kidney Center, Inc.	Corporation	FL
Freehold Artificial Kidney Center, LLC	Limited Liability Company	NJ
Fullerton Dialysis Center, LLC	Limited Liability Company	DE
Grand Home Dialysis, LLC	Limited Liability Company	DE
Greater Las Vegas Dialysis LLC	Limited Liability Company	DE
Greater Los Angeles Dialysis Centers, LLC	Limited Liability Company	DE
Green Desert Dialysis, LLC	Limited Liability Company	DE
Greenspoint Dialysis, LLC	Limited Liability Company	DE

Name	Structure	Jurisdiction of Incorporation
Greenwood Dialysis, LLC	Limited Liability Company	DE
Grosse Pointe Dialysis, LLC	Limited Liability Company	DE
Guam Renal Care Partnership	Partnership	GU
Hagerstown Dialysis, LLC	Limited Liability Company	DE
Hanford Dialysis, LLC	Limited Liability Company	DE
Hawaiian Gardens Dialysis Center, LLC	Limited Liability Company	DE
Hialeah Kidney Dialysis, LLC	Limited Liability Company	DE
HomeChoice Partners, Inc	Corporation	DE
Houston Acute Dialysis, L.P.	Limited Partnership	DE
Houston Kidney Center/Total Renal Care Integrated Service Network Limited Partnership	Limited Partnership	DE
Huntington Artificial Kidney Center, Ltd.	Limited Liability Company	NY
Huntington Park Dialysis, LLC	Limited Liability Company	DE
Hyattsville Dialysis, LLC	Limited Liability Company	DE
Indian River Dialysis Center, LLC	Limited Liability Company	DE
Ionia Dialysis, LLC	Limited Liability Company	DE
J.E.T. New Orleans East Dialysis, LLC	Limited Liability Company	DE
Joliet Dialysis, LLC	Limited Liability Company	DE
Kidney Care Services, LLC	Limited Liability Company	DE
Kidney Centers of Michigan, L.L.C.	Limited Liability Company	DE
Knickerbocker Dialysis, Inc.	Corporation	NY
La Grange Dialysis, LLC	Limited Liability Company	DE
Las Vegas Pediatric Dialysis, LLC	Limited Liability Company	DE
Lawrenceburg Dialysis, LLC	Limited Liability Company	DE
Liberty RC, Inc.	Corporation	NY
Lincoln Park Dialysis Services, Inc.	Corporation	IL
Little Rock Dialysis Centers, LLC	Limited Liability Company	DE
Lockport Dialysis, LLC	Limited Liability Company	DE
Long Beach Dialysis Center, LLC	Limited Liability Company	DE
Lord Baltimore Dialysis, LLC	Limited Liability Company	DE
Los Angeles Dialysis Center	Partnership	CA
Louisville Dialysis Centers, LLC	Limited Liability Company	DE
Marysville Dialysis Center, LLC	Limited Liability Company	DE
Mason-Dixon Dialysis Facilities, Inc.	Corporation	MD
Medlock Bridge Dialysis, LLC	Limited Liability Company	DE
Memorial Dialysis Center, L.P.	Limited Partnership	DE
Mena Dialysis Center, LLC	Limited Liability Company	DE
Mid-City New Orleans Dialysis Partnership, LLC	Limited Liability Company	DE
Middlesex Dialysis Center, LLC	Limited Liability Company	DE
Miramar Dialysis Center, LLC	Limited Liability Company	DE
Modesto Dialysis, LLC	Limited Liability Company	DE
Moncrief Dialysis Center/Total Renal Care Limited Partnership	Limited Partnership	DE
Muskogee Dialysis, LLC	Limited Liability Company	DE
Natomas Dialysis, LLC	Limited Liability Company	DE
Nephrology Medical Associates of California, Inc.	Professional Corporation	CA
Nephrology Medical Associates of Georgia, LLC	Limited Liability Company	GA
Neptune Artificial Kidney Center, LLC	Limited Liability Company	NJ
New Hope Dialysis, LLC	Limited Liability Company	DE
New Orleans East Dialysis Center, LLC	Limited Liability Company	DE

Name	Structure	Jurisdiction of Incorporation
North Atlanta Dialysis Center, LLC	Limited Liability Company	DE
North Austin Dialysis, LLC	Limited Liability Company	DE
Northwest Tucson Dialysis, LLC	Limited Liability Company	DE
Ohio River Dialysis, LLC	Limited Liability Company	DE
Ontario Dialysis Center, LLC	Limited Liability Company	DE
Open Access Lifeline, LLC	Limited Liability Company	DE
Orange Dialysis, LLC	Limited Liability Company	CA
Owasso Dialysis, LLC	Limited Liability Company	DE
Pacific Coast Dialysis Center	Partnership	CA
Pacific Dialysis, LLC	Limited Liability Company	DE
Pacific Dialysis Partnership	Partnership	GU
PDI Holdings, Inc.	Corporation	DE
Physicians Choice Dialysis of Alabama, LLC	Limited Liability Company	DE
Physicians Choice Dialysis, LLC	Limited Liability Company	DE
Physicians Dialysis Acquisitions, Inc.	Corporation	DE
Physicians Dialysis, Inc.	Corporation	DE
Physicians Dialysis of Houston, LLP	Limited Liability Partnership	TX
Physicians Dialysis of Lancaster, LLC	Limited Liability Company	PA
Physicians Dialysis of Newark, LLC	Limited Liability Company	NJ
Physicians Dialysis Ventures, Inc.	Corporation	DE
Pooler Dialysis, LLC	Limited Liability Company	DE
Quincy Dialysis, LLC	Limited Liability Company	DE
Renal Clinic Of Houston, LLC	Limited Liability Company	DE
Renal Life Link, Inc.	Corporation	DE
Renal Treatment Centers—California, Inc.	Corporation	DE
Renal Treatment Centers—Hawaii, Inc.	Corporation	DE
Renal Treatment Centers—Illinois, Inc.	Corporation	DE
Renal Treatment Centers, Inc.	Corporation	DE
Renal Treatment Centers—Mid-Atlantic, Inc.	Corporation	DE
Renal Treatment Centers—Northeast, Inc.	Corporation	DE
Renal Treatment Centers—Southeast, L.P	Limited Partnership	DE
Renal Treatment Centers—West, Inc.	Corporation	DE
Riddle Dialysis, LLC	Limited Liability Company	DE
River Valley Dialysis, LLC	Limited Liability Company	DE
RMS Lifeline, Inc.	Corporation	DE
RNA DaVita Dialysis, LLC	Limited Liability Company	DE
Rochester Dialysis Center, LLC	Limited Liability Company	DE
Rocky Mountain Dialysis Services, LLC	Limited Liability Company	DE
RTC Holdings, Inc.	Corporation	DE
RTC TN, Inc.	Corporation	DE
SAKDC-DaVita Dialysis Partners, L.P.	Limited Partnership	DE
Salisbury Dialysis, LLC	Limited Liability Company	DE
Sandusky Dialysis, LLC	Limited Liability Company	DE
San Gabriel Valley Partnership	Partnership	CA
San Marcos Dialysis, LLC	Limited Liability Company	DE
Santa Fe Springs Dialysis, LLC	Limited Liability Company	DE
Seneca Dialysis, LLC	Limited Liability Company	DE
Shining Star Dialysis, Inc.	Corporation	NJ
Siena Dialysis Center, LLC	Limited liability Company	DE

Name	Structure	Jurisdiction of Incorporation
Sierra Rose Dialysis Center, LLC	Limited Liability Company	DE
Soledad Dialysis Center, LLC	Limited Liability Company	DE
Somerville Dialysis Center, LLC	Limited Liability Company	DE
South Central Florida Dialysis Partners, LLC	Limited Liability Company	DE
Southcrest Dialysis, LLC	Limited Liability Company	DE
Southeast Florida Dialysis, LLC	Limited Liability Company	DE
Southern Colorado Joint Ventures, LLC	Limited Liability Company	DE
Southern Hills Dialysis Center, LLC	Limited Liability Company	DE
South Shore Dialysis Center. L.P	Limited Partnership	DE
Southwest Atlanta Dialysis Centers, LLC	Limited Liability Company	DE
Southwestern Tennessee Dialysis, LLC	Limited Liability Company	DE
St. Luke's Dialysis, LLC	Limited Liability Company	DE
Strongsville Dialysis, LLC	Limited Liability Company	DE
Sugarloaf Dialysis, LLC	Limited Liability Company	DE
Summit Dialysis Center, L.P.	Limited Partnership	DE
Sun City Dialysis Center, L.L.C.	Limited Liability Company	DE
Sun City West Dialysis Center LLC	Limited Liability Company	DE
Sunset Dialysis, LLC	Limited Liability Company	DE
Sylvania Dialysis Center, LLC	Limited Liability Company	DE
Taylor Dialysis, LLC	Limited Liability Company	DE
Tel-Huron Dialysis, LLC	Limited Liability Company	DE
Tennessee Valley Dialysis Center, LLC	Limited Liability Company	DE
The DaVita Collection, Inc	Corporation	CA
The Woodlands Dialysis Center, L.P	Limited Partnership	DE
Total Acute Kidney Care, Inc.	Corporation	FL
Total Renal Care/Eaton Canyon Dialysis Center Partnership	Partnership	CA
Total Renal Care, Inc.	Corporation	CA
Total Renal Care North Carolina, LLC	Limited Liability Company	DE
Total Renal Care of Colorado, Inc.	Corporation	CO
Total Renal Care of Utah, L.L.C.	Limited Liability Company	DE
Total Renal Care/Peralta Renal Center Partnership	Partnership	CA
Total Renal Care/Piedmont Dialysis Center Partnership	Partnership	CA
Total Renal Care Texas Limited Partnership	Limited Partnership	DE
Total Renal Laboratories, Inc.	Corporation	FL
Total Renal Research, Inc.	Corporation	DE
Total Renal Support Services of North Carolina, LLC	Limited Liability Company	DE
Transmountain Dialysis, L.P.	Limited Partnership	DE
TRC-Dyker Heights, L.P.	Limited Partnership	NY
TRC El Paso Limited Partnership	Limited Partnership	DE
TRC—Four Corners Dialysis Clinics, L.L.C.	Limited Liability Company	NM
TRC—Georgetown Regional Dialysis LLC	Limited Liability Company	DC
TRC—Indiana LLC	Limited Liability Company	IN
TRC—Petersburg, LLC	Limited Liability Company	DE
TRC of New York, Inc.	Corporation	NY
TRC West, Inc.	Corporation	DE
Tree City Dialysis, LLC	Limited Liability Company	DE
Tulsa Dialysis, LLC	Limited Liability Company	DE
Turlock Dialysis Center, LLC	Limited Liability Company	DE
Tustin Dialysis Center, LLC	Limited Liability Company	DE

Name	Structure	Jurisdiction of Incorporation
University Dialysis Center, LLC	Limited Liability Company	DE
Upper Valley Dialysis, L.P	Limited Partnership	DE
USC-DaVita Dialysis Center, LLC	Limited Liability Company	CA
UT Southwestern DVA Healthcare, LLP	Limited Liability Partnership	TX
Valley Springs Dialysis, LLC	Limited Liability Company	DE
VillageHealth DM, LLC	Limited Liability Company	DE
Waldorf Dialysis, LLC	Limited Liability Company	DE
Waycross Dialysis, LLC	Limited Liability Company	DE
West Broomfield Dialysis, LLC	Limited Liability Company	DE
West Elk Grove Dialysis, LLC	Limited Liability Company	DE
Western Nevada Dialysis, LLC	Limited Liability Company	DE
West Monroe Dialysis, LLC	Limited Liability Company	DE
Weston Dialysis Center, LLC	Limited Liability Company	DE
West Pensacola Dialysis, LLC	Limited Liability Company	DE
West Sacramento Dialysis, LLC	Limited Liability Company	DE
Westview Dialysis, LLC	Limited Liability Company	DE
Willowbrook Dialysis Center, L.P.	Limited Partnership	DE
Wyandotte Central Dialysis, LLC	Limited Liability Company	DE
Ybor City Dialysis, LLC	Limited Liability Company	DE
Yucaipa Dialysis, LLC	Limited Liability Company	DE

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
DaVita Inc.:

We consent to the incorporation by reference in the registration statements on Forms S-8 (No. 33-84610, No. 33-83018, No. 33-99862, No. 33-99864, No. 333-01620, No. 333 -34693, No. 333-34695, No. 333-46887, No. 333-75361, No. 333-56149, No. 333-30734, No. 333-30736, No. 333-63158, No. 333-42653, No. 333-86550, No. 333-86556 and No. 333-144097) and Form S-3 (No. 333-69227) of DaVita Inc. of our reports dated February 27, 2008, with respect to the consolidated balance sheets of DaVita Inc. and subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of income, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2007, and the related financial statement schedule and the effectiveness of internal control over financial reporting as of December 31, 2007, which reports appear in the December 31, 2007 annual report on Form 10-K of DaVita Inc.

Our report dated February 27, 2008, on the consolidated balance sheets of DaVita Inc. and subsidiaries as of December 31, 2007 and 2006 and the related statements of income, shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2007, and the related financial statement schedule refers to DaVita Inc. and subsidiaries adoption of Financial Accounting Standards Board Intrepretation No. 48, Accounting for Income Tax Uncertainties, effective January 1, 2007 and DaVita Inc. and subsidiaries adoption of Financial Accounting Standards Board Statement of Financial Accounting Standards No. 123(R), Share-Based Payment, effective January 1, 2006.

/s/ KPMG LLP

Seattle, Washington
February 27, 2008

Exhibit 31.1

SECTION 302 CERTIFICATION

I, Kent J. Thiry, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

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

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

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

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

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

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

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

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

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

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

/s/ KENT J. THIRY

Kent J. Thiry
Chief Executive Officer

Date: February 27, 2008

Exhibit 31.2

SECTION 302 CERTIFICATION

I, James K. Hilger, certify that:

1. I have reviewed this annual report on Form 10-K of DaVita Inc.;

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

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

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

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

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

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

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

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

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

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

/s/ JAMES K. HILGER

James K. Hilger
Acting Chief Financial Officer

Date: February 27, 2008

Exhibit 32.1

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

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ending December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Kent J. Thiry, Chief Executive Officer of the Company, certify, pursuant to 18.U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

/s/ KENT J. THIRY

Kent J. Thiry
Chief Executive Officer

February 27, 2008

Exhibit 32.2

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

In connection with the Annual Report of DaVita Inc. (the "Company") on Form 10-K for the year ending December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, James K. Hilger, Acting Chief Financial Officer of the Company, certify, pursuant to 18.U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

/s/ JAMES K. HILGER

James K. Hilger
Acting Chief Financial Officer

February 27, 2008