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

FORM 10-Q

For the Quarterly Period Ended
June 30, 2011

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

Commission File Number: 1-14106

DAVITA INC.

1551 Wewatta Street
Denver, CO 80202
Telephone number (303) 405-2100

Delaware	**51-0354549**
(State of incorporation)	**(I.R.S. Employer Identification 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 whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	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 July 29, 2011, the number of shares of the Registrant's common stock outstanding was approximately 93.4 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 $7.8 billion.

DAVITA INC.

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Note: Items 3, 4 and 5 of Part II are omitted because they are not applicable.

DAVITA INC.

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

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Net operating revenues	$ 1,711,529	$ 1,586,907	$ 3,317,487	$ 3,146,325
Operating expenses and charges:				
Patient care costs	1,165,220	1,110,552	2,281,216	2,193,341
General and administrative	163,793	136,104	315,395	273,381
Depreciation and amortization	64,470	58,353	126,507	115,821
Provision for uncollectible accounts	49,417	42,367	91,706	83,930
Equity investment income	(2,417)	(2,834)	(3,936)	(5,179)
Goodwill impairment charge	24,000	—	24,000	—
Total operating expenses and charges	1,464,483	1,344,542	2,834,888	2,661,294
Operating income	247,046	242,365	482,599	485,031
Debt expense	(59,897)	(43,655)	(118,492)	(88,238)
Debt redemption charges	—	(4,127)	—	(4,127)
Other income	556	739	1,397	1,570
Income before income taxes	187,705	195,322	365,504	394,236
Income tax expense	67,040	71,429	130,087	145,343
Net income	120,665	123,893	235,417	248,893
Less: Net income attributable to noncontrolling interests	(20,650)	(16,040)	(40,900)	(31,617)
Net income attributable to DaVita Inc.	$ 100,015	$ 107,853	$ 194,517	$ 217,276
Earnings per share:				
Basic earnings per share attributable to DaVita Inc.	$ 1.05	$ 1.05	$ 2.03	$ 2.11
Diluted earnings per share attributable to DaVita Inc.	$ 1.03	$ 1.04	$ 1.99	$ 2.08
Weighted average shares for earnings per share:				
Basic	95,488,449	103,003,623	95,872,466	103,182,403
Diluted	97,657,578	104,449,065	98,014,315	104,605,489

See notes to condensed consolidated financial statements.

DAVITA INC.

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

	June 30, 2011	December 31, 2010
ASSETS		
Cash and cash equivalents	$ 729,825	$ 860,117
Short-term investments	23,014	23,003
Accounts receivable, less allowance of $225,150 and $235,629	1,132,051	1,048,976
Inventories	68,629	76,008
Other receivables	274,783	304,366
Other current assets	49,784	43,994
Income tax receivables	5,451	40,330
Deferred income taxes	229,827	226,060
Total current assets	2,513,364	2,622,854
Property and equipment, net	1,223,662	1,170,808
Amortizable intangibles, net	152,856	162,635
Equity investments	30,106	25,918
Long-term investments	10,083	8,848
Other long-term assets	35,264	32,054
Goodwill	4,227,386	4,091,307
	$ 8,192,721	$ 8,114,424
LIABILITIES AND EQUITY		
Accounts payable	$ 254,129	$ 181,033
Other liabilities	317,291	342,943
Accrued compensation and benefits	388,965	325,477
Current portion of long-term debt	75,226	74,892
Total current liabilities	1,035,611	924,345
Long-term debt	4,210,823	4,233,850
Other long-term liabilities	104,644	89,290
Alliance and product supply agreement, net	22,652	25,317
Deferred income taxes	456,361	421,436
Total liabilities	5,830,091	5,694,238
Commitments and contingencies		
Noncontrolling interests subject to put provisions	416,504	383,052
Equity:		
Preferred stock ($0.001 par value, 5,000,000 shares authorized; none issued)		
Common stock ($0.001 par value, 450,000,000 shares authorized; 134,862,283 shares issued; 93,481,011 and 96,001,535 shares outstanding)	135	135
Additional paid-in capital	614,304	620,546
Retained earnings	2,912,334	2,717,817
Treasury stock, at cost (41,381,272 and 38,860,748 shares)	(1,634,127)	(1,360,579)
Accumulated other comprehensive (loss) income	(11,787)	503
Total DaVita Inc. shareholders' equity	1,880,859	1,978,422
Noncontrolling interests not subject to put provisions	65,267	58,712
Total equity	1,946,126	2,037,134
	$ 8,192,721	$ 8,114,424

See notes to condensed consolidated financial statements.

DAVITA INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(dollars in thousands)

	Six months ended June 30,	
	2011	**2010**
Cash flows from operating activities:		
Net income	$ 235,417	$ 248,893
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	126,507	115,821
Stock-based compensation expense	23,058	22,399
Tax benefits from stock award exercises	33,765	12,896
Excess tax benefits from stock award exercises	(19,009)	(1,647)
Deferred income taxes	24,225	(10,697)
Equity investment income, net	472	(2,781)
Loss on disposal of assets and other non-cash charges	10,842	3,085
Goodwill impairment charge	24,000	—
Debt redemption charges	—	4,127
Changes in operating assets and liabilities, other than from acquisitions and divestitures:		
Accounts receivable	(83,075)	33,724
Inventories	9,369	2,005
Other receivables and other current assets	23,791	33,053
Other long-term assets	2,164	(587)
Accounts payable	41,436	62,255
Accrued compensation and benefits	68,008	65,495
Other current liabilities	(25,716)	(26,127)
Income taxes	34,799	(5,103)
Other long-term liabilities	4,140	955
Net cash provided by operating activities	534,193	557,766
Cash flows from investing activities:		
Additions of property and equipment, net	(154,929)	(99,351)
Acquisitions	(151,196)	(91,701)
Proceeds from asset sales	2,954	17,681
Purchase of investments available for sale	(1,868)	(745)
Purchase of investments held-to-maturity	(19,684)	(15,836)
Proceeds from sale of investments available for sale	1,149	900
Proceeds from maturities of investments held-to-maturity	19,683	19,249
Purchase of equity investments and other assets	(5,005)	(350)
Distributions received on equity investments	340	350
Net cash used in investing activities	(308,556)	(169,803)
Cash flows from financing activities:		
Borrowings	19,169,580	9,689,658
Payments on long-term debt	(19,201,362)	(9,938,312)
Interest rate cap premiums and other deferred financing costs	(13,457)	—
Debt call premium	—	(3,314)
Purchase of treasury stock	(290,593)	(100,048)
Distributions to noncontrolling interests	(46,423)	(37,301)
Stock award exercises and other share issuances, net	7,410	34,113
Excess tax benefits from stock award exercises	19,009	1,647
Contributions from noncontrolling interests	6,490	3,408
Proceeds from sales of additional noncontrolling interests	2,067	2,845
Purchases from noncontrolling interests	(8,650)	(5,402)
Net cash used in financing activities	(355,929)	(352,706)
Net (decrease) increase in cash and cash equivalents	(130,292)	35,257
Cash and cash equivalents at beginning of period	860,117	539,459
Cash and cash equivalents at end of period	$ 729,825	$ 574,716

See notes to condensed consolidated financial statements.

DAVITA INC.

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

	Non-controlling interests subject to put provisions	DaVita Inc. Shareholders' Equity							Non-controlling interests not subject to put provisions	Comprehensive income
		Common stock	Additional paid-in capital	Retained earnings	Treasury stock		Accumulated other comprehensive income (loss)	Total		
Balance at December 31, 2009	$331,725	134,862 $135	$621,685	$2,312,134	(31,800)	$ (793,340)	$ (5,548)	$2,135,066	$ 59,093	
Comprehensive income:										
Net income	52,589			405,683				405,683	25,947	$484,219
Unrealized losses on interest rate swaps, net of tax							(134)	(134)		(134)
Less reclassification of net swap realized losses into net income, net of tax							5,557	5,557		5,557
Unrealized gains on investments, net of tax							615	615		615
Less reclassification of net investment realized losses into net income, net of tax							13	13		13
Total comprehensive income										$490,270
Stock purchase shares issued			2,129		86	2,151		4,280		
Stock unit shares issued			(875)		32	875		—		
Stock options and SSARs exercised			455		1,740	48,231		48,686		
Stock-based compensation expense			45,551					45,551		
Excess tax benefits from stock awards exercised			6,283					6,283		
Distributions to noncontrolling interests	(54,612)								(28,979)	
Contributions from noncontrolling interests	5,439								4,071	
Sales and assumptions of additional noncontrolling interests	4,059		(298)					(298)	2,308	
Purchases from noncontrolling interests	(4,949)		(5,537)					(5,537)	(3,728)	
Impact on fair value due to change in methodology	(24,571)		24,571					24,571		
Changes in fair value of noncontrolling interests	73,372		(73,372)					(73,372)		
Other adjustments			(46)					(46)		
Purchase of treasury stock					(8,919)	(618,496)		(618,496)		
Balance at December 31, 2010	$383,052	134,862 $135	$620,546	$2,717,817	(38,861)	$(1,360,579)	$ 503	$1,978,422	$ 58,712	
Comprehensive income:										
Net income	25,007			194,517				194,517	15,893	$235,417
Unrealized losses on interest rate swap and cap agreements, net of tax							(16,971)	(16,971)		(16,971)
Less reclassification of net swap and cap agreements realized losses into net income, net of tax							4,423	4,423		4,423
Unrealized gains on investments, net of tax							315	315		315
Less reclassification of net investment realized gains into net income, net of tax							(57)	(57)		(57)
Total comprehensive income										$223,127
Stock purchase shares issued			1,998		84	2,938		4,936		
Stock unit shares issued			(2,384)		66	2,384		—		
Stock options and SSARs exercised			(32,041)		1,040	37,216		5,175		
Stock-based compensation expense			23,058					23,058		
Excess tax benefits from stock awards exercised			19,009					19,009		
Distributions to noncontrolling interests	(29,564)								(16,859)	
Contributions from noncontrolling interests	2,866								3,624	
Sales and assumptions of additional noncontrolling interests	25,934		169					169	5,705	
Purchases from noncontrolling interests	(1,041)		(5,801)					(5,801)	(1,808)	
Changes in fair value of noncontrolling interests	10,250		(10,250)					(10,250)		
Purchase of treasury stock					(3,710)	(316,086)		(316,086)		
Balance at June 30, 2011	$416,504	134,862 $135	$614,304	$2,912,334	(41,381)	$(1,634,127)	$(11,787)	$1,880,859	$ 65,267	

See notes to condensed consolidated financial statements.

DAVITA INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)
(dollars and shares in thousands, except per share data)

Unless otherwise indicated in this Quarterly Report on Form 10-Q "the Company", "we", "us", "our" and similar terms refer to DaVita Inc. and its consolidated subsidiaries.

1. Condensed consolidated interim financial statements

The condensed consolidated interim financial statements included in this report are prepared by the Company without audit. In the opinion of management, all adjustments consisting only of normal recurring items necessary for a fair presentation of the results of operations are reflected in these consolidated interim financial statements. All significant intercompany accounts and transactions have been eliminated. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. The most significant estimates and assumptions underlying these financial statements and accompanying notes generally involve revenue recognition and provisions for uncollectible accounts, impairments and valuation adjustments, fair value estimates, accounting for income taxes, variable compensation accruals, purchase accounting valuation estimates and stock-based compensation. The results of operations for the six months ended June 30, 2011 are not necessarily indicative of the operating results for the full year. The consolidated interim financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2010. Prior year balances and amounts have been classified to conform to the current year presentation. The Company has evaluated subsequent events through the date these condensed consolidated financial statements were issued and has included all necessary disclosures.

2. Earnings per share

Basic net income per share is calculated by dividing net income attributable to DaVita Inc., net of the decrease (increase) in noncontrolling interest redemption rights in excess of fair value, by the weighted average number of common shares and vested stock units outstanding. Diluted net income per share includes the dilutive effect of outstanding stock-settled stock appreciation rights, stock options and unvested stock units (under the treasury stock method).

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

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Basic:				
Net income attributable to DaVita Inc.	$100,015	$107,853	$194,517	$217,276
Decrease (increase) in noncontrolling interest redemption rights in excess of fair value	93	798	120	(71)
Net income for basic earnings per share calculation	$100,108	$108,651	$194,637	$217,205
Weighted average shares outstanding during the period	95,485	102,997	95,869	103,175
Vested stock units	3	7	3	7
Weighted average shares for basic earnings per share calculation	95,488	103,004	95,872	103,182
Basic net income per share attributable to DaVita Inc.	$ 1.05	$ 1.05	$ 2.03	$ 2.11

(dollars and shares in thousands, except per share data)

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Diluted:				
Net income for diluted earnings per share calculation	$100,015	$107,853	$194,517	$217,276
Decrease (increase) in noncontrolling interest redemption rights in excess of fair value	93	798	120	(71)
Net income for diluted earnings per share calculation	$100,108	$108,651	$194,637	$217,205
Weighted average shares outstanding during the period	95,485	102,997	95,869	103,175
Vested stock units	3	7	3	7
Assumed incremental shares from stock plans	2,170	1,445	2,142	1,423
Weighted average shares for diluted earnings per share calculation	97,658	104,449	98,014	104,605
Diluted net income per share attributable to DaVita Inc.	$ 1.03	$ 1.04	$ 1.99	$ 2.08
Share-based anti-dilutive awards excluded from calculation [1]	1,939	1,648	1,249	1,149

[1] Shares associated with stock options and stock-settled stock appreciation rights that are excluded from the diluted denominator calculation because they are anti-dilutive under the treasury stock method.

3. Stock-based compensation and other common stock transactions

Stock-based compensation recognized in a period represents the amortization during that period of the estimated grant-date fair value of current and prior stock-based awards over their vesting terms, adjusted for expected forfeitures. Shares issued upon exercise of stock awards are generally issued from shares in treasury. The Company has used the Black-Scholes-Merton valuation model for estimating the grant-date fair value of stock options and stock-settled stock appreciation rights granted in all periods. During the six months ended June 30, 2011, the Company granted 2,270 stock-settled stock appreciation rights with a grant-date fair value of $51,596 and a weighted-average expected life of approximately 4.3 years, and also granted 138 stock units with a grant-date fair value of $11,901 and a weighted-average expected life of approximately 3.2 years.

For the six months ended June 30, 2011 and 2010, the Company recognized $23,058 and $22,399, respectively, in stock-based compensation expense for stock-settled stock appreciation rights, stock options, stock units and discounted employee stock plan purchases, which are primarily included in general and administrative expenses. The estimated tax benefits recorded for stock-based compensation through June 30, 2011 and 2010 was $8,762 and $8,518, respectively. As of June 30, 2011, there was $109,980 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 1.5 years.

During the six months ended June 30, 2011 and 2010, the Company received $5,175 and $32,104, respectively, in cash proceeds from stock option exercises and $33,765 and $12,896, respectively, in actual tax benefits upon the exercise of stock awards.

(dollars and shares in thousands, except per share data)

During the first six months of 2011, the Company repurchased a total of 3,710 shares of its common stock for $316,086, or an average price of $85.20 per share. As of June 30, 2011, a total of $25,493 of share repurchases had not yet been settled in cash. In addition, the Company repurchased 85 additional shares of its common stock for $7,261, or an average price of $85.83 per share during the period July 1, 2011 through July 31, 2011. As a result of these transactions, the Company's remaining board authorization for share repurchases as of July 31, 2011 is approximately $358,200.

On March 10, 2011, the Company and The Bank of New York Mellon Trust Company, N.A., as rights agent, entered into an amendment (the "Amendment") to the Rights Agreement, dated November 14, 2002 (the "Rights Plan"). The Amendment accelerates the expiration of the rights issued under the Rights Plan from the close of business on November 14, 2012 to the close of business on March 10, 2011. Accordingly, as of the close of business on March 10, 2011, the rights issued under the Rights Plan expired and are no longer outstanding.

On June 6, 2011, our stockholders approved the DaVita Inc. 2011 Incentive Award Plan (The 2011 Plan). The 2011 Plan constitutes an amendment and restatement of the DaVita Inc. 2002 Equity Compensation Plan, as amended (The 2002 Plan). The 2011 Plan authorizes the Company to provide equity-based compensation in the form of stock options, stock appreciation rights, restricted stock units, restricted stock, and certain other performance-based awards. The 2011 Plan is designed to enable the Company to grant performance-based equity and cash awards that qualify as performance-based compensation under Section 162(m) of the Internal Revenue Code. The 2011 Plan does not increase the number of shares authorized under the 2002 Plan but reflects a broad range of compensation and governance best practices such as limitations on the aggregate number of awards that can be granted to any one person, prohibitions on the amendment of stock awards to reduce the exercise price, prohibitions on the replacement of an option or stock appreciation right with cash or any other award when the price per share exceeds fair value of the underlying shares and prohibitions on the grant of options or stock appreciation rights with an exercise price or base price that is less than fair market value.

4. Long-term debt

Long-term debt was comprised of the following:

	June 30, 2011	December 31, 2010
Senior Secured Credit Facilities:		
Term Loan A	$ 975,000	$ 1,000,000
Term Loan B	1,741,250	1,750,000
Senior notes	1,550,000	1,550,000
Acquisition obligations and other notes payable	11,626	9,049
Capital lease obligations	15,815	8,074
Total debt principal outstanding	4,293,691	4,317,123
Discount on long-term debt	(7,642)	(8,381)
	4,286,049	4,308,742
Less current portion	(75,226)	(74,892)
	$ 4,210,823	$ 4,233,850

(dollars and shares in thousands, except per share data)

Scheduled maturities of long-term debt at June 30, 2011 were as follows:

2011 (remainder of the year)	40,429
2012	69,293
2013	119,805
2014	169,296
2015	669,993
2016	1,663,655
Thereafter	1,561,220

During the first six months of 2011, the Company made mandatory principal payments totaling $25,000 on the Term Loan A and $8,750 on the Term Loan B.

In January 2011, the Company entered into several interest rate swap agreements as a means of hedging its exposure to and volatility from variable-based interest rate changes as part of its overall risk management strategy. These agreements are not held for trading or speculative purposes, and have the economic effect of converting the LIBOR variable component of the Company's interest rate to a fixed rate. These swap 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 for each specific swap tranche that have settled have been reflected as adjustments to debt expense. In addition, in January 2011, the Company entered into several interest rate cap agreements that have the economic effect of capping the Company's maximum exposure to LIBOR variable interest rate changes on specific portions of the Company's Term Loan B debt, as described below. These cap agreements are also designated as cash flow hedges and as a result changes in the fair values of these cap agreements are reported in other comprehensive income. The amortization of the original cap premium is recognized as a component of debt expense on a straight line basis over the term on the cap agreements. The swap and cap agreements do not contain credit-risk contingent features.

As of June 30, 2011, the Company maintained a total of nine interest rate swap agreements with amortizing notional amounts totaling $975,000. These agreements had the economic effect of modifying the LIBOR variable component of the Company's interest rate on an equivalent amount of the Company's Term Loan A to fixed rates ranging from 1.59% to 1.64%, resulting in an overall weighted average effective interest rate of 4.36%, including the Term Loan A margin of 2.75%. The swap agreements expire by September 30, 2014 and require monthly interest payments. The Company estimates that approximately $12,300 of existing unrealized pre-tax losses in other comprehensive income at June 30, 2011 will be reclassified into income over the next twelve months.

As of June 30, 2011, the Company maintained five interest rate cap agreements with notional amounts totaling $1,250,000. These agreements have the economic effect of capping the LIBOR variable component of the Company's interest rate at a maximum of 4.00% on an equivalent amount of the Company's Term Loan B debt. The cap agreements expire on September 30, 2014.

(dollars and shares in thousands, except per share data)

The following table summarizes the Company's derivative instruments as of June 30, 2011 and December 31, 2010:

	June 30, 2011		December 31, 2010	
Derivatives designated as hedging instruments	**Balance sheet location**	**Fair value**	**Balance sheet location**	**Fair value**
Interest rate swap agreements	Other long-term liabilities	$ 14,247	Other long-term liabilities	$ —
Interest rate cap agreements	Other long-term assets	$ 5,374	Other long-term assets	$ —

The following table summarizes the effects of the Company's interest rate swap and cap agreements for the six months ended June 30, 2011 and 2010:

	Amount of gains (losses) recognized in OCI on interest rate swap agreements				Location of (losses) gains reclassified from accumulated OCI into income	Amount of gains (losses) reclassified from accumulated OCI into income			
	Three months ended June 30,		Six months ended June 30,			Three months ended June 30,		Six months ended June 30,	
Derivatives designated as cash flow hedges	**2011**	**2010**	**2011**	**2010**		**2011**	**2010**	**2011**	**2010**
Interest rate swap agreements	$(16,790)	$ 68	$(19,991)	$(215)	Debt expense	$(3,490)	$(3,572)	$(5,744)	$(7,151)
Interest rate cap agreements	(4,221)	—	(7,784)	—	Debt expense	(897)	—	(1,495)	—
Tax benefit (expense)	8,173	(27)	10,804	83		1,706	1,389	2,816	2,781
Total	$(12,838)	$ 41	$(16,971)	$(132)		$(2,681)	$(2,183)	$(4,423)	$(4,370)

Total comprehensive income for the three and six months ended June 30, 2011 was $110,555 and $223,127, respectively, including a decrease to other comprehensive income due to unrealized valuation losses on interest rate swaps and caps of $10,157 and $12,548, net of tax, respectively, net of amounts reclassified into income, and an increase to other comprehensive income for unrealized valuation gains on investments, and the amounts reclassified into income of $47 and $258, net of tax, respectively.

Total comprehensive income for the three and six months ended June 30, 2010 was $125,752 and $252,980, respectively, including an increase to other comprehensive income for amounts reclassified into income, net of unrealized valuation loss on interest rate swaps of $2,224 and $4,238, net of tax, respectively, and a decrease to other comprehensive income for unrealized valuation gains on investments, and the amounts reclassified into income of $365 and $151, net of tax, respectively.

As of June 30, 2011, the Company's interest rates were economically fixed on primarily all of its total debt.

As a result of the swap agreements, the Company's overall weighted average effective interest rate on the Senior Secured Credit Facilities was 4.68%, based upon the current margins in effect of 2.75% for the Term loan A and 3.00% for the Term Loan B, as of June 30, 2011.

The Company's overall weighted average effective interest rate during the second quarter of 2011 was 5.33% and as of June 30, 2011 was 5.34%.

As of June 30, 2011, the Company had undrawn revolving credit facilities totaling $250,000 of which approximately $45,789 was committed for outstanding letters of credit.

5. 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 Medicare contractors 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.

Inquiries by the Federal Government

Eastern District of Missouri Matter: In March 2005, the Company received a subpoena from the U.S. Attorney's Office for the Eastern District of Missouri in St. Louis. The subpoena required production of a wide range of documents relating to the Company's 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 March 2005. 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 Epogen®, or EPO. In May 2007, the Company received a request for documents related to durable medical equipment and supply companies owned and operated by the Company. The Company cooperated with the inquiry and has produced the requested records. The subpoenas were 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. The Company has not received a communication from the St. Louis U.S. Attorney's Office on this matter in over two years.

Eastern District of Texas Matter: 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 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 cooperated with the inquiry and has produced all previously requested records to date. The Company was contacted by the U.S. Attorney's Office for the Eastern District of Texas, which stated that this is a civil inquiry related to EPO claims. On July 6, 2009, the United States District Court for the Eastern District of Texas lifted the seal on the civil *qui tam* complaint related to these allegations and the Company was subsequently served with a complaint by the relator. The government did not intervene and is not actively pursuing this matter. The relator is pursuing the claims independently and the parties are engaged in active litigation. The Company believes that there is some overlap between this issue and the ongoing review of EPO utilization in the Eastern District of Missouri matter described above.

Northern District of Georgia Matter: In December 2008, the Company received a subpoena for documents from the OIG relating to the pharmaceutical products Zemplar, Hectorol, Venofer, Ferrlecit and EPO, as well as

other related matters. The subpoena covers the period from January 2003 to the present. The Company has been in contact with the U.S. Attorney's Office for the Northern District of Georgia and the U.S. Department of Justice in Washington, DC, since November 2008 relating to this matter, and was advised that this is a civil inquiry. On June 17, 2009, the Company learned that the allegations underlying this inquiry were made as part of a civil *qui tam* complaint filed by individuals and brought pursuant to the federal False Claims Act. On April 1, 2011, the United States District Court for the Northern District of Georgia ordered the case to be unsealed. At that time, the Department of Justice and U.S. Attorney's Office filed a notice of declination stating that the United States would not be intervening and not pursuing the relators' allegation in litigation. On July 25, 2011, the relators filed their amended complaint in the United States District Court for the Northern District of Georgia and have indicated that they will independently pursue the case.

Dallas Matter: In May 2010, the Company received a subpoena from the OIG's office in Dallas, Texas. The subpoena covers the period from January 1, 2005 to the present, and seeks production of a wide range of documents relating to the Company's operations, including documents related to, among other things, financial relationships with physicians and joint ventures. The general subject matter of the investigation appears to overlap with the Eastern District of Missouri Matter described above. The Company met with representatives of the government to discuss the scope of the subpoena and the production of responsive documents. The Company has been advised that this is a civil investigation. The Company is cooperating with the inquiry and is producing the requested records.

Colorado Matter: The Company has learned that the U.S. Attorney's Office for the District of Colorado has opened a grand jury investigation that encompasses certain activities of the Company. The Company understands that the investigation is at a very preliminary stage, and while its precise scope is unclear, it appears to overlap, at least in part, with the Eastern District of Missouri and OIG Dallas matters described above and previously disclosed by the Company. The Company intends to cooperate with the investigation.

Except as otherwise described above, to the Company's knowledge, no proceedings have been initiated against the Company at this time in connection with any of the inquiries by the federal government as set forth above. 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 subpoenas or inquiries will continue to require management's attention and significant legal expense. Any negative findings could result in substantial financial penalties against the Company, exclusion from future participation in the Medicare and Medicaid programs and, to the extent criminal proceedings may be initiated against the Company as indicated above, possible criminal penalties. At this time, the Company cannot predict the ultimate outcome of these inquiries, or the potential outcome of the relators claims, or the potential range of damages, if any.

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), a subsidiary of the Company, related to historical Gambro Healthcare billing practices and other matters covered by its 2004 settlement agreement with the Department of Justice and certain agencies of the U.S. government. 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. At this time, the Company cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

A wage and hour claim, which has been styled as a class action, is pending against the Company in the Superior Court of California. The Company was served with the complaint in this lawsuit in April 2008, and it has been amended since that time. The lawsuit, as amended, alleges that the Company failed to provide meal periods, failed to pay compensation in lieu of providing rest or meal periods, failed to pay overtime, and failed to comply with certain other California Labor Code requirements. The Company intends to vigorously defend against these claims and to vigorously oppose the certification of these claims as a class action. Any potential settlement of these claims is not anticipated to be material to the Company's condensed consolidated financial statements.

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 civil and criminal investigation of the Company's operations in Nevada and that the investigation related to the billing of pharmaceuticals, including EPO. In February 2008, the Attorney General's Office informed the Company that the civil and criminal investigation had been discontinued. The Attorney General's Office further advised the Company that Nevada Medicaid intended to conduct audits of end stage renal disease (ESRD) dialysis providers in Nevada and such audits would relate to the issues that were the subjects of the investigation. To the Company's knowledge, no court proceedings have been initiated against the Company at this time. Any negative audit findings could result in a substantial repayment by the Company. At this time, the Company cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

In August 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, the Company's subsidiary, DVA Renal Healthcare (formerly known as 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 2004 settlement agreement with the Department of Justice and certain agencies of the U.S. 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. In February 2011, the arbitration panel denied plaintiff's request to certify a class. The Company intends to vigorously defend against plaintiff's remaining individual claims and any appeal that may be filed. At this time, the Company cannot predict the ultimate outcome of this matter or the potential range of damages, if any.

In June 2004, DVA Renal 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 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 parties have reached an agreement, subject to approval by the court, that fully resolves this matter for an amount that will not materially impact the Company's financial results.

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.

(dollars and shares in thousands, except per share data)

6. Investments in debt and equity securities

Based on the Company's intentions and strategy involving investments in debt and equity securities, 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 certain other debt securities classified as available for sale are recorded at fair value.

The Company's investments consist of the following:

	June 30, 2011			December 31, 2010		
	Held to maturity	Available for sale	Total	Held to maturity	Available for sale	Total
Certificates of deposit, money market funds and U.S. treasury notes due within one year	$ 21,814	$ —	$ 21,814	$ 21,803	$ —	$ 21,803
Investments in mutual funds	—	11,283	11,283	—	10,048	10,048
	$ 21,814	$ 11,283	$ 33,097	$ 21,803	$ 10,048	$ 31,851
Short-term investments	$ 21,814	$ 1,200	$ 23,014	$ 21,803	$ 1,200	$ 23,003
Long-term investments	—	10,083	10,083	—	8,848	8,848
	$ 21,814	$ 11,283	$ 33,097	$ 21,803	$ 10,048	$ 31,851

The cost of the certificates of deposit, money market funds and U.S. treasury notes at June 30, 2011 and December 31, 2010 approximates their fair value. As of June 30, 2011 and December 31, 2010, the available for sale investments included $1,247 and $824, of gross pre-tax unrealized gains, respectively. During the six months ended June 30, 2011, the Company recorded gross pre-tax unrealized gains of $516, or $315 after tax, in other comprehensive income associated with changes in the fair value of these investments. During the six months ended June 30, 2011, the Company sold equity securities in mutual funds for net proceeds of $1,149, and recognized a pre-tax gain of $93, or $57 after tax, that was previously recorded in other comprehensive income. During the six months ended June 30, 2010, the Company sold investments in mutual funds for net proceeds of $900, and recognized a pre-tax loss of $22, or $14 after tax, that was previously recorded in other comprehensive income.

As of June 30, 2011, investments totaling $18,542 classified as held to maturity are investments used to maintain certain capital requirements of the special needs plans of VillageHealth, which is a wholly-owned subsidiary of the Company. As of December 31, 2009, the Company discontinued the VillageHealth special needs plans and is in process of paying out all incurred claims. The Company also expects to liquidate its investments that are currently held to maintain certain capital requirements as soon as the various state regulatory agencies approve the release of these investments. The investments in mutual funds classified as available for sale are held within a trust to fund existing obligations associated with several of the Company's non-qualified deferred compensation plans.

7. Fair value of financial instruments

The Company measures the fair value of certain assets, liabilities and noncontrolling interests subject to put provisions (temporary equity) based upon certain valuation techniques that include observable or unobservable inputs and assumptions that market participants would use in pricing these assets, liabilities and commitments. The Company also has classified certain assets, liabilities and noncontrolling interests subject to put provisions that are measured at fair value into the appropriate fair value hierarchy levels.

(dollars and shares in thousands, except per share data)

The following table summarizes the Company's assets, liabilities and temporary equity measured at fair value on a recurring basis as of June 30, 2011:

	Total	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets				
Available for sale securities	$ 11,283	$ 11,283	$ —	$ —
Interest rate cap agreements	$ 5,374	$ —	$ 5,374	$ —
Liabilities				
Interest rate swap agreements	$ 14,247	$ —	$ 14,247	$ —
Temporary equity				
Noncontrolling interests subject to put provisions	$ 416,504	$ —	$ —	$ 416,504

The available for sale securities represent investments in various open-ended registered investment companies, or mutual funds, and are recorded at fair value based upon the quoted market prices as reported by each mutual fund. See Note 6 to the condensed consolidated financial statements for further discussion.

The interest rate swap and cap agreements are recorded at fair value based upon valuation models and a variety of techniques as reported by various broker dealers that are based upon relevant observable market inputs such as current interest rates, forward yield curves, and other credit and liquidity market conditions. The Company does not believe the ultimate amount that could be realized upon settlement of these interest rate swap and cap agreements would be materially different than the fair values as currently reported. See Note 4 to the condensed consolidated financial statements for further discussion.

See Note 8 to the condensed consolidated financial statements for a discussion of the Company's methodology for estimating the fair value of noncontrolling interests subject to put obligations.

The Company has other financial instruments in addition to the above that consist primarily of cash, accounts receivable, accounts payable, other accrued liabilities, and debt. The balances of the non-debt financial instruments are presented in the condensed consolidated financial statements at June 30, 2011 at their approximate fair values due to the short-term nature of their settlements. The carrying amount of the Company's Senior Secured Credit Facilities totaled $2,708,608 as of June 30, 2011 and the fair value was $2,711,114 based upon quoted market prices. The fair value of the Company's senior notes was approximately $1,561,625 at June 30, 2011, based upon quoted market prices, as compared to the carrying amount of $1,550,000.

8. Noncontrolling interests subject to put provisions and other commitments

The Company has potential obligations to purchase the noncontrolling 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 within specified periods as outlined in each specific put provision. If these put provisions were exercised, the Company would be required to purchase the third-party owners' noncontrolling interests at either the appraised fair market value or a predetermined multiple

of earnings or cash flow attributable to the noncontrolling interests put to the Company, which is intended to approximate fair value. The methodology the Company uses to estimate the fair values of noncontrolling interests subject to put provisions assumes either the higher of a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators, as well as other factors. The estimated fair values of the noncontrolling interests subject to put provisions can fluctuate and the implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' noncontrolling interests. The amount of noncontrolling interests subject to put provisions that contractually employ a predetermined multiple of earnings rather than fair value are immaterial.

Additionally, the Company has certain other potential commitments to provide operating capital to several dialysis centers that are wholly-owned by third parties or centers in which the Company owns a minority equity investment as well as to physician-owned vascular access clinics that the Company operates under management and administrative services agreements of approximately $2,100.

Certain consolidated joint ventures are contractually scheduled to dissolve after terms ranging from ten to fifty years. Accordingly, the noncontrolling interests in these joint ventures are considered mandatorily redeemable instruments for which the classification and measurement requirements have been indefinitely deferred. Future distributions upon dissolution of these entities would be valued below the related noncontrolling interest carrying balances in the condensed consolidated balance sheet.

9. Income taxes

As of June 30, 2011, the Company's total liability for unrecognized tax benefits relating to tax positions that do not meet the more-likely-than-not threshold is $8,892, all of which would impact the Company's effective tax rate if recognized. This balance represents an increase of $754 from the December 31, 2010 balance of $8,138 due to the addition of 2011 liabilities.

The Company recognizes accrued interest and penalties related to unrecognized tax benefits in its income tax expense. At June 30, 2011 and December 31, 2010, the Company had approximately $3,886 and $3,177, respectively, accrued for interest and penalties related to unrecognized tax benefits, net of federal tax benefits.

10. Acquisitions

On February 4, 2011, the Company entered into a definitive agreement to acquire all of the outstanding equity securities of CDSI I Holding Company, Inc., the parent company of dialysis provider DSI Renal, Inc. (DSI), in cash for approximately $689,200, subject to among other things, adjustments for certain items such as working capital, the purchase of noncontrolling interests, capital assets and acquisitions expenditures. DSI currently operates approximately 106 outpatient dialysis centers serving approximately 8,000 patients. The transaction is subject to approval by the Federal Trade Commission (FTC) including Hart-Scott-Rodino antitrust clearance. The FTC has determined that the Company will be required to divest approximately 30 outpatient dialysis centers as a condition of the transaction. The Company still expects the transaction to close in the third quarter of 2011.

During the first six months of 2011, the Company acquired 35 dialysis centers for an aggregate purchase cost of $151,379, which includes deferred purchase price and assumption of liabilities totaling $183.

(dollars and shares in thousands, except per share data)

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.

The aggregate purchase cost allocations for dialysis businesses were as follows:

	Six months ended June 30, 2011
Tangible assets, principally leasehold improvements and equipment	$ 14,453
Amortizable intangible assets	6,151
Goodwill	160,579
Noncontrolling interests assumed	(29,741)
Liabilities assumed	(63)
Aggregate purchase cost	$151,379

Amortizable intangible assets acquired during the first six months of 2011 had weighted average estimated useful lives of ten years. All of the goodwill acquired during the first six months of 2011 was associated with the dialysis and related lab services business. The total amount of goodwill deductible for tax purposes associated with these acquisitions was approximately $135,000.

11. Segment reporting

The Company operates principally as a dialysis and related lab services business but also operates other ancillary services and strategic initiatives. These ancillary services and strategic initiatives consist of pharmacy services, infusion therapy services, disease management services, vascular access services, ESRD clinical research programs and physician services. For internal management reporting, the dialysis and related lab services business and each of the ancillary services and strategic initiatives have been defined as separate operating segments by management as separate financial information is regularly produced and reviewed by the Company's chief operating decision maker in making decisions about allocating resources and assessing financial results. The Company's chief operating decision maker is its Chief Executive Officer. The dialysis and related lab services business qualifies as a separately reportable segment and all of the other ancillary services and strategic initiatives operating segments have been combined and disclosed in the other segments category.

The Company's operating segment financial information is prepared on an internal management reporting basis that the Chief Executive Officer uses to allocate resources and analyze the performance of operating segments. For internal management reporting, segment operations include direct segment operating expenses with the exception of stock-based compensation expense and equity investment income. In addition, beginning in 2011, the ancillary services and strategic initiatives segment operations also include an allocation of corporate general and administrative expenses.

(dollars and shares in thousands, except per share data)

The following is a summary of segment revenues, segment operating margin (loss), and a reconciliation of segment operating margin to consolidated income before income taxes:

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Segment revenues:				
Dialysis and related lab services [1]				
External sources	$1,588,774	$1,494,049	$3,091,312	$2,969,982
Intersegment revenues	2,019	2,172	4,226	4,684
Total dialysis and related lab services	1,590,793	1,496,221	3,095,538	2,974,666
Other – Ancillary services and strategic initiatives				
External sources [2]	$ 122,756	$ 92,858	$ 226,174	$ 176,343
Intersegment revenues	531	—	2,828	—
Total ancillary services and strategic initiatives	123,287	92,858	229,002	176,343
Total segment revenues	1,714,080	1,589,079	3,324,540	3,151,009
Elimination of intersegment revenues	(2,551)	(2,172)	(7,053)	(4,684)
Consolidated revenues	$1,711,529	$1,586,907	$3,317,487	$3,146,325
Segment operating margin (loss): [3]				
Dialysis and related lab services	$ 282,812	$ 253,672	$ 532,980	$ 505,790
Other – Ancillary services and strategic initiatives	(24,841)	(1,974)	(31,259)	(3,539)
Total segment margin	257,971	251,698	501,721	502,251
Reconciliation of segment operating margin to consolidated income before income taxes:				
Stock-based compensation	(13,342)	(12,167)	(23,058)	(22,399)
Equity investment income	2,417	2,834	3,936	5,179
Consolidated operating income	247,046	242,365	482,599	485,031
Debt expense	(59,897)	(43,655)	(118,492)	(88,238)
Debt redemption charges	—	(4,127)	—	(4,127)
Other income	556	739	1,397	1,570
Consolidated income before income taxes	$ 187,705	$ 195,322	$ 365,504	$ 394,236

(1) Includes management fees related to providing management and administrative services to dialysis centers that are wholly-owned by third parties or centers in which the Company owns a minority equity investment.

(2) Revenues from external sources in 2010 that were previously eliminated within the ancillary services and strategic initiatives segment have now been reported as a component of revenue from external sources to conform to current year presentations.

(3) Certain costs previously reported in the ancillary services and strategic initiatives have been reclassified to the dialysis and related lab services to conform to the current year presentation.

(dollars and shares in thousands, except per share data)

Depreciation and amortization expense for the dialysis and related lab services for the three and six months ended June 30, 2011 was $62,820 and $123,167, respectively, and were $1,650 and $3,340, respectively, for the ancillary services and strategic initiatives.

Depreciation and amortization expense for the dialysis and related lab services for the three and six months ended June 30, 2010 was $56,714 and $112,532, respectively, and were $1,639 and $3,289, respectively, for the ancillary services and strategic initiatives.

Summary of assets by segment is as follows:

	June 30, 2011	December 31, 2010
Segment assets		
Dialysis and related lab services	$7,946,706	$7,862,882
Other – Ancillary services and strategic initiatives	215,909	225,624
Equity investments	30,106	25,918
Consolidated assets	$8,192,721	$8,114,424

For the three and six months ended June 30, 2011, the total amount of expenditures for property and equipment for the dialysis and related lab services were $92,565 and $159,683, respectively, and were $1,902 and $3,466, respectively, for the ancillary services and strategic initiatives.

For the three and six months ended June 30, 2010, the total amount of expenditures for property and equipment for the dialysis and related lab services were $55,280 and $100,315, respectively, and were $1,485 and $1,822, respectively, for the ancillary services and strategic initiatives.

12. Changes in DaVita Inc.'s ownership interest in consolidated subsidiaries

The effects of changes in DaVita Inc.'s ownership interest on the Company's equity are as follows:

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Net income attributable to DaVita Inc.	$100,015	$107,853	$194,517	$217,276
Increase (decrease) in paid-in capital for sales of noncontrolling interests in three and four joint ventures for the three and six months ended June 30, 2011, respectively, and two and three joint ventures for the three and six months ended June 30, 2010, respectively	142	(228)	169	(176)
Decrease in paid-in capital for the purchase of noncontrolling interests in three and four joint ventures for the three and six months ended June 30, 2011, respectively, and three and four joint ventures for the three and six months ended June 30, 2010, respectively	(5,187)	(992)	(5,801)	(779)
Net transfer to noncontrolling interests	(5,045)	(1,220)	(5,632)	(955)
Change from net income attributable to DaVita Inc. and transfers to noncontrolling interests	$ 94,970	$106,633	$188,885	$216,321

13. Variable interest entities

The Company is deemed to be the primary beneficiary of all of the variable interest entities ("VIEs") with which it is associated. These VIEs are principally operating subsidiaries owned by related party nominee owners for the Company's benefit in jurisdictions in which the Company does not qualify for direct ownership under applicable regulations or joint ventures that require subordinated support in addition to their equity capital to finance operations. These include both dialysis operations and physician practice management entities.

Under the terms of the applicable arrangements, the Company bears substantially all of the economic risks and rewards of ownership for these operating VIEs. In some cases, the Company has contractual arrangements with its respective related party nominee owners which indemnify them from the economic losses, and entitle the Company to the economic benefits, that may result from ownership of these VIEs. DaVita Inc. manages these VIEs and provides operating and capital funding as necessary to accomplish their operational and strategic objectives. Accordingly, since the Company bears the majority of the risks and rewards attendant to their ownership, the Company consolidates these VIEs as their primary beneficiary.

Total assets of these consolidated operating VIEs were approximately $6,000 and their liabilities to unrelated third parties were approximately $5,000 at June 30, 2011.

The Company also sponsors certain deferred compensation plans whose trusts qualify as VIEs, and as their primary beneficiary, the Company consolidates each of these plans. The assets of these plans are recorded in short-term or long-term investments with matching offsetting liabilities in accrued compensation and benefits and other long-term liabilities. See Note 6 for disclosures of the assets of these consolidated non-qualified deferred compensation plans.

14. Goodwill

In the second quarter of 2011, the Company determined that circumstances indicated it was more likely than not that the fair value of one of the Company's ancillary businesses, HomeChoice Partners (HCP), which provides infusion therapy services, was less than its carrying amount. The primary factor informing the Company's conclusion was the recent decline in the operating performance of HCP caused mainly by rapid expansion. This led management to scale back significantly its current plans for HCP's future growth initiatives and to update HCP's forecasts and current operating budgets accordingly. These revisions reduced the current and expected future cash flows that the Company believes market participants would use currently in determining the fair value of the HCP business. As a result, the Company has estimated that the carrying amount of its goodwill related to HCP exceeds its implied fair value by $24,000, resulting in a pre-tax goodwill impairment charge of that amount. As of June 30, 2011, after giving effect to this impairment charge, the Company has approximately $31,900 of remaining goodwill recorded related to HCP. The Company is in the process of finalizing its estimates of the fair values used to determine the amount of the goodwill impairment charge and, depending upon the outcome of that analysis, an additional goodwill impairment charge could result. However, management does not believe that such an amount, if any, would be material.

15. Significant new accounting standards

In July 2011, the Financial Accounting Standards Board (FASB) issued ASU No. 2011-07, *Health Care Entities-Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts.* This standard amends the current presentation and disclosure requirements for Health Care

Entities that recognize significant amounts of patient service revenue at the time the services are rendered without assessing the patient's ability to pay. This standard requires health care entities to reclassify the provision for bad debts from an operating expense to a deduction from patient service revenues. In addition, this standard requires more disclosure on the policies for recognizing revenue, assessing bad debts, as well as quantitative and qualitative information regarding changes in the allowance for doubtful accounts. This standard is applied retrospectively to all prior periods presented and is effective during interim and annual periods beginning after December 15, 2011. The adoption of this standard will not have a material impact on the Company's consolidated financial statements.

In June 2011, the FASB issued Accounting Standard Update (ASU) No. 2011-05, *Comprehensive Income—Presentation of Comprehensive Income*. This standard amends the current presentation requirements for comprehensive income by eliminating the presentation of the components of other comprehensive income within the statement of equity. This standard allows two options on how to present the various components of comprehensive income. These options are either to report the components of comprehensive income separately on the income statement or to present total other comprehensive income and the components of other comprehensive income in a separate statement. This standard does not change the items that must be reported in other comprehensive income or when an item must be reclassified into net income. This standard is applied retrospectively and is effective for fiscal years and interim periods within those years beginning after December 15, 2011. Early adoption is permitted. The adoption of this standard will not have a material impact on the Company's consolidated financial statements.

In May 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement.* This standard amends the current fair value measurement and disclosure requirements to improve comparability between U.S. GAAP and International Financial Reporting Standards (IFRS). The intent of this standard is to update the disclosures that describe several of the requirements in U.S. GAAP for measuring fair value and to enhance disclosures about fair value measurements which will improve consistency between U.S. GAAP and IFRS. This standard does not change the application of the requirements on fair value measurements and disclosures. This standard is applied prospectively and is effective during interim and annual periods beginning after December 15, 2011. The adoption of this standard will not have a material impact on the Company's consolidated financial statements.

16. 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 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 were issued by the Company on October 20, 2010, and are guaranteed by substantially all of the Company's direct and indirect domestic 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, certain wholly-owned subsidiaries, foreign subsidiaries, joint venture partnerships and other third parties are not guarantors of these obligations.

(dollars and shares in thousands, except per share data)

Condensed Consolidating Statements of Income

	DaVita Inc.	Guarantor subsidiaries	Non-Guarantor subsidiaries	Consolidating adjustments	Consolidated total
For the three months ended June 30, 2011					
Net operating revenues	$115,230	$1,403,016	$360,062	$(166,779)	$1,711,529
Operating expenses	73,466	1,240,527	317,269	(166,779)	1,464,483
Operating income	41,764	162,489	42,793	—	247,046
Debt (expense)	(60,440)	(56,920)	(383)	57,846	(59,897)
Other income	58,106	183	113	(57,846)	556
Income tax expense	15,772	48,532	2,736	—	67,040
Equity earnings in subsidiaries	76,357	43,110	—	(119,467)	—
Net income	100,015	100,330	39,787	(119,467)	120,665
Less: Net income attributable to noncontrolling interests	—	—	—	(20,650)	(20,650)
Net income attributable to DaVita Inc.	$100,015	$ 100,330	$ 39,787	$(140,117)	$ 100,015

(dollars and shares in thousands, except per share data)

Condensed Consolidating Statements of Income

	DaVita Inc.	Guarantor subsidiaries	Non-Guarantor subsidiaries	Consolidating adjustments	Consolidated total
For the three months ended June 30, 2010					
Net operating revenues	$ 109,757	$1,269,975	$327,680	$(120,505)	$1,586,907
Operating expenses	66,242	1,131,797	267,008	(120,505)	1,344,542
Operating income	43,515	138,178	60,672	—	242,365
Debt (expense)	(48,103)	(41,171)	(344)	41,836	(47,782)
Other income	41,885	(16)	706	(41,836)	739
Income tax expense	14,835	54,507	2,087	—	71,429
Equity earnings in subsidiaries	85,391	42,387	—	(127,778)	—
Net income	107,853	84,871	58,947	(127,778)	123,893
Less: Net income attributable to noncontrolling interests	—	—	—	(16,040)	(16,040)
Net income attributable to DaVita Inc.	$ 107,853	$ 84,871	$ 58,947	$(143,818)	$ 107,853
For the six months ended June 30, 2011					
Net operating revenues	$ 218,503	$2,732,336	$686,407	$(319,759)	$3,317,487
Operating expenses	139,840	2,416,616	598,191	(319,759)	2,834,888
Operating income	78,663	315,720	88,216	—	482,599
Debt (expense)	(119,305)	(111,060)	(563)	112,436	(118,492)
Other income	112,973	498	362	(112,436)	1,397
Income tax expense	28,932	98,382	2,773	—	130,087
Equity earnings in subsidiaries	151,118	68,977	—	(220,095)	—
Net income	194,517	175,753	85,242	(220,095)	235,417
Less: Net income attributable to noncontrolling interests	—	—	—	(40,900)	(40,900)
Net income attributable to DaVita Inc.	$ 194,517	$ 175,753	$ 85,242	$(260,995)	$ 194,517
For the six months ended June 30, 2010					
Net operating revenues	$ 213,425	$2,539,446	$629,458	$(236,004)	$3,146,325
Operating expenses	126,277	2,246,801	524,220	(236,004)	2,661,294
Operating income	87,148	292,645	105,238	—	485,031
Debt (expense)	(92,801)	(83,933)	(717)	85,086	(92,365)
Other income	85,140	659	857	(85,086)	1,570
Income tax expense	31,795	109,717	3,831	—	145,343
Equity earnings in subsidiaries	169,584	69,080	—	(238,664)	—
Net income	217,276	168,734	101,547	(238,664)	248,893
Less: Net income attributable to noncontrolling interests	—	—	—	(31,617)	(31,617)
Net income attributable to DaVita Inc.	$ 217,276	$ 168,734	$101,547	$(270,281)	$ 217,276

(dollars and shares in thousands, except per share data)

Condensed Consolidating Balance Sheets

As of June 30, 2011	DaVita Inc.	Guarantor subsidiaries	Non-Guarantor subsidiaries	Consolidating adjustments	Consolidated total
Cash and cash equivalents	$ 710,073	$ —	$ 19,752	$ —	$ 729,825
Accounts receivable, net	—	957,339	174,712	—	1,132,051
Other current assets	8,130	595,461	47,897	—	651,488
Total current assets	718,203	1,552,800	242,361	—	2,513,364
Property and equipment, net	47,406	901,360	274,896	—	1,223,662
Amortizable intangibles, net	54,274	94,633	3,949	—	152,856
Investments in subsidiaries	6,355,021	658,679	—	(7,013,700)	—
Intercompany receivables	—	699,230	176,874	(876,104)	—
Other long-term assets and investments	15,561	58,621	1,271	—	75,453
Goodwill	—	3,775,610	451,776	—	4,227,386
Total assets	$7,190,465	$7,740,933	$1,151,127	$(7,889,804)	$8,192,721
Current liabilities	$ 98,226	$ 868,672	$ 68,713	$ —	$1,035,611
Intercompany payables	751,949	—	124,155	(876,104)	—
Long-term debt and other long-term liabilities	4,190,850	574,544	29,086	—	4,794,480
Noncontrolling interests subject to put provisions	268,581	—	—	147,923	416,504
Total DaVita Inc. shareholders' equity	1,880,859	6,297,717	715,983	(7,013,700)	1,880,859
Noncontrolling interest not subject to put provisions	—	—	213,190	(147,923)	65,267
Total equity	1,880,859	6,297,717	929,173	(7,161,623)	1,946,126
Total liabilities and equity	$7,190,465	$7,740,933	$1,151,127	$(7,889,804)	$8,192,721
As of December 31, 2010					
Cash and cash equivalents	$ 856,803	$ —	$ 3,314	$ —	$ 860,117
Accounts receivable, net	—	895,955	153,021	—	1,048,976
Other current assets	11,231	653,670	48,860	—	713,761
Total current assets	868,034	1,549,625	205,195	—	2,622,854
Property and equipment, net	30,409	888,927	251,472	—	1,170,808
Amortizable intangibles, net	58,967	98,795	4,873	—	162,635
Investments in subsidiaries	6,154,398	555,579	—	(6,709,977)	—
Intercompany receivables	—	516,286	208,030	(724,316)	—
Other long-term assets and investments	8,951	56,996	873	—	66,820
Goodwill	—	3,731,983	359,324	—	4,091,307
Total assets	$7,120,759	$7,398,191	$1,029,767	$(7,434,293)	$8,114,424
Current liabilities	$ 61,384	$ 786,114	$ 76,847	$ —	$ 924,345
Intercompany payables	611,919	—	112,397	(724,316)	—
Long-term debt and other long-term liabilities	4,210,703	539,620	19,570	—	4,769,893
Noncontrolling interests subject to put provisions	258,331	—	—	124,721	383,052
Total DaVita Inc. shareholders' equity	1,978,422	6,072,457	637,520	(6,709,977)	1,978,422
Noncontrolling interest not subject to put provisions	—	—	183,433	(124,721)	58,712
Total equity	1,978,422	6,072,457	820,953	(6,834,698)	2,037,134
Total liabilities and equity	$7,120,759	$7,398,191	$1,029,767	$(7,434,293)	$8,114,424

(dollars and shares in thousands, except per share data)

Condensed Consolidating Statements of Cash Flows

For the six months ended June 30, 2011	DaVita Inc.	Guarantor subsidiaries	Non-Guarantor subsidiaries	Consolidating adjustments	Consolidated total
Cash flows from operating activities:					
Net income	$ 194,517	$ 175,753	$ 85,242	$(220,095)	$ 235,417
Changes in operating assets and liabilities and non-cash items included in net income	(98,306)	157,151	19,836	220,095	298,776
Net cash provided by operating activities	96,211	332,904	105,078	—	534,193
Cash flows from investing activities:					
Additions of property and equipment, net	(19,269)	(89,010)	(46,650)	—	(154,929)
Acquisitions	—	(151,196)	—	—	(151,196)
Proceeds from asset sales	—	2,954	—	—	2,954
Proceeds from investment sales and other items	(725)	340	(5,000)	—	(5,385)
Net cash used in investing activities	(19,994)	(236,912)	(51,650)	—	(308,556)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	(55,558)	1,694	8,625	—	(45,239)
Intercompany borrowing	96,785	(91,103)	(5,682)	—	—
Other items	(264,174)	(6,583)	(39,933)	—	(310,690)
Net cash used in financing activities	(222,947)	(95,992)	(36,990)	—	(355,929)
Net (decrease) increase in cash and cash equivalents	(146,730)	—	16,438	—	(130,292)
Cash and cash equivalents at beginning of period	856,803	—	3,314	—	860,117
Cash and cash equivalents at end of period	$ 710,073	$ —	$ 19,752	$ —	$ 729,825
For the six months ended June 30, 2010					
Cash flows from operating activities:					
Net income	$ 217,276	$ 168,734	$ 101,547	$(238,664)	$ 248,893
Changes in operating assets and liabilities and non-cash items included in net income	(168,264)	220,262	18,211	238,664	308,873
Net cash provided by operating activities	49,012	388,996	119,758	—	557,766
Cash flows from investing activities:					
Additions of property and equipment, net	(5,624)	(81,227)	(12,500)	—	(99,351)
Acquisitions	—	(91,701)	—	—	(91,701)
Proceeds from asset sales	—	17,681	—	—	17,681
Proceeds from investment sales and other items	114	3,454	—	—	3,568
Net cash used in investing activities	(5,510)	(151,793)	(12,500)	—	(169,803)
Cash flows from financing activities:					
Long-term debt and related financing costs, net	(248,533)	522	(3,957)	—	(251,968)
Intercompany borrowing	308,193	(236,113)	(72,080)	—	—
Other items	(64,288)	(1,612)	(34,838)	—	(100,738)
Net cash used in financing activities	(4,628)	(237,203)	(110,875)	—	(352,706)
Net increase (decrease) in cash and cash equivalents	38,874	—	(3,617)	—	35,257
Cash and cash equivalents at beginning of period	534,550	—	4,909	—	539,459
Cash and cash equivalents at end of period	$ 573,424	$ —	$ 1,292	$ —	$ 574,716

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward-looking statements

This Quarterly Report on Form 10-Q contains 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, government and commercial payment rates, revenue estimating risk and the impact of 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 uncertainties associated with governmental regulations, general economic and other market conditions, competition, accounting estimates, the variability of our cash flows, the concentration of profits generated from commercial payor plans, continued downward pressure on average realized payment rates from commercial payors, which may result in the loss of revenue or patients, a reduction in the number of patients under higher-paying commercial plans, a reduction in government payment rates under the Medicare ESRD program or other government-based programs, the impact of health care reform legislation that was enacted in the United States in March 2010, 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, investigations by various governmental entities and potential other related proceedings, continued increased competition from large and medium-sized dialysis providers that compete directly with us, our ability to complete any acquisitions, mergers or dispositions that we might be considering or announce, or integrate and successfully operate any business we may acquire, expansion of our operations and services to markets outside the United States, or to businesses outside of dialysis and the other risk factors set forth in Part II, Item 1A. of this Quarterly Report on Form 10-Q. We base our forward-looking statements on information currently available to us, and we undertake no obligation to update or revise any forward-looking 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 condensed consolidated financial statements.

Results of operations

We operate principally as a dialysis and related lab services business but also operate other ancillary services and strategic initiatives. These ancillary services and strategic initiatives consist of pharmacy services, infusion therapy services, disease management services, vascular access services, ESRD clinical research programs and physician services. The dialysis and related lab services business qualifies as a separately reportable segment and all of the other ancillary services and strategic initiatives segments have been combined and disclosed in the other segments category.

Our consolidated operating results for the second quarter of 2011 compared with the prior sequential quarter and the same quarter of 2010 as well as the six months ended June 30, 2011 compared to the same periods in 2010 were as follows:

	Three months ended						Six months ended			
	June 30, 2011		March 31, 2011		June 30, 2010		June 30, 2011		June 30, 2010	
	(dollar amounts rounded to nearest million)									
Net operating revenues	$1,712	100%	$1,606	100%	$1,587	100%	$3,317	100%	$3,146	100%
Operating expenses and charges:										
Patient care costs	1,165	68%	1,116	69%	1,111	70%	2,281	69%	2,193	70%
General and administrative	164	10%	152	9%	136	9%	315	10%	273	9%
Depreciation and amortization	64	4%	62	4%	58	4%	127	4%	116	4%
Provision for uncollectible accounts	49	3%	42	3%	42	3%	92	3%	84	3%
Goodwill impairment charge	24	1%	—	—	—	—	24	1%	—	—
Equity investment income	(2)	—	(2)	—	(3)	—	(4)	—	(5)	—
Total operating expenses and charges	1, 464	85%	1,370	85%	1,345	85%	2,835	85%	2,661	85%
Operating income	$ 247	15%	$ 236	15%	$ 242	15%	$ 483	15%	$ 485	15%

The following table summarizes consolidated net operating revenues:

	Three months ended			Six months ended	
	June 30, 2011	March 31, 2011	June 30, 2010	June 30, 2011	June 30, 2010
	(dollar amounts rounded to nearest million)				
Dialysis and related lab services	$1,591	$1,505	$1,496	$3,096	$2,975
Other – Ancillary Services and Strategic Initiatives	123	106	93	229	176
Total segment revenues	1,714	1,611	1,589	3,325	3,151
Elimination of intersegment revenues	(2)	(5)	(2)	(8)	(5)
Consolidated net operating revenues	$1,712	$1,606	$1,587	$3,317	$3,146

The following table summarizes consolidated operating income:

	Three months ended			Six months ended	
	June 30, 2011	March 31, 2011	June 30, 2010	June 30, 2011	June 30, 2010
	(dollar amounts rounded to nearest million)				
Dialysis and related lab services	$283	$250	$254	$533	$506
Other – Ancillary Services and Strategic Initiatives	(25)	(6)	(2)	(31)	(4)
Total segment operating income	258	244	252	502	502
Reconciling items:					
Stock-based compensation	(13)	(10)	(12)	(23)	(22)
Equity investment income	2	2	3	4	5
Consolidated operating income	247	236	242	483	485
Reconciliation of non-GAAP measure:					
Add: Goodwill impairment charge	24	—	—	24	—
Non-GAAP consolidated operating income [1]	$271	$236	$242	$507	$485

(1) For the three and six months ended June 30, 2011, we have excluded a non-cash goodwill impairment charge from operating expenses and operating income because management believes that this presentation enhances a user's understanding of our normal consolidated operating income by excluding a non-cash goodwill impairment charge that resulted from a decrease in the implied fair value of goodwill below its carrying amount associated with HomeChoice Partners (HCP), which provides infusion therapy services, during the second quarter of 2011 and is therefore more meaningful and comparable to our prior period results and more indicative of our normal consolidated operating income.

Consolidated net operating revenues

Consolidated net operating revenues for the second quarter of 2011 increased by approximately $106 million, or approximately 6.6%, as compared to the first quarter of 2011. The increase in consolidated net operating revenues was primarily due to an increase in dialysis and related lab services net revenues of approximately $86 million, principally due to an increase in the number of treatments as a result of one additional treatment day in the second quarter of 2011 and as a result of additional treatments from non-acquired growth and acquisitions. Consolidated net operating revenues also increased due to an increase of approximately $6 in the average dialysis revenue per treatment, as described below.

Consolidated net operating revenues for the second quarter of 2011 increased by approximately $125 million, or approximately 7.9%, as compared to the second quarter of 2010. The increase in consolidated net operating revenues was primarily due to an increase in dialysis and related lab services net revenues of approximately $95 million, principally due to strong volume growth from additional treatments as a result of non-acquired treatment growth in existing and new centers and growth through acquisitions, partially offset by a decrease of approximately $3 in the average dialysis revenue per treatment, as described below. The increase in consolidated net revenues was also due to an increase of approximately $30 million in the ancillary services and strategic initiatives net revenues primarily from growth in our pharmacy services.

Consolidated net operating revenues for the six months ended June 30, 2011 increased by approximately $171 million, or approximately 5.4%, as compared to the same period in 2010. The increase in consolidated net operating revenues was primarily due to an increase in dialysis and related lab services net revenues of approximately $121 million, principally due to strong volume growth from additional treatments as a result of non-acquired treatment growth in existing and new centers and growth through acquisitions, partially offset by a decrease of approximately $10 in the average dialysis revenue per treatment as a result of the same factors, as described for the second quarter of 2011 as compared to the same quarter of 2010. The increase in consolidated net revenues was also due to an increase of approximately $53 million in the ancillary services and strategic initiatives net revenues primarily from growth in our pharmacy services.

Consolidated operating income

Consolidated operating income for the second quarter of 2011, excluding the $24 million HCP goodwill impairment charge, would have increased by approximately $35 million, or approximately 14.8%, as compared to the first quarter of 2011. This increase in consolidated operating income was primarily due to an increase in the dialysis and related lab services net revenues, principally due to an increase in the number of treatments as a result of one additional treatment day in the second quarter of 2011 and an increase of approximately $6 in the average dialysis revenue per treatment as discussed below. Consolidated operating income also benefited from improvements in productivity but was negatively impacted by higher labor and benefit costs, the timing of certain other operating costs and a decline in the intensities of physician-prescribed pharmaceuticals.

Consolidated operating income for the second quarter of 2011, excluding the $24 million HCP goodwill impairment charge, would have increased by approximately $29 million, or approximately 12.0%, as compared to the second quarter of 2010. The increase in consolidated operating income was primarily due to strong volume growth from additional treatments as a result of non-acquired growth in existing and new centers and growth

through acquisitions, partially offset by a decline in the average dialysis revenue per treatment of approximately $3, as described below. Consolidated operating income also increased as a result of lower pharmaceutical costs and cost control initiatives, but was negatively impacted by higher labor and related payroll costs, additional benefit costs, a decline in productivity, an increase in professional fees in conjunction with acquisition-related transactions and for compliance and international initiatives, as well as a decline in the intensities of physician-prescribed pharmaceuticals.

Consolidated operating income for the six months ended June 30, 2011, excluding the $24 million HCP goodwill impairment charge, would have increased by approximately $22 million, or approximately 4.5%, as compared to the same period in 2010. The increase in consolidated operating income was primarily due to strong volume growth from additional treatments as a result of non-acquired growth in existing and new centers and growth through acquisitions, partially offset by a decline in the average dialysis revenue per treatment of approximately $10, as described below. Consolidated operating income was also impacted by the same additional factors as discussed for the second quarter of 2011, as compared to the second quarter of 2010.

Operating segments

Dialysis and related lab services

	Three months ended			Six months ended	
	June 30, 2011	March 31, 2011	June 30, 2010	June 30, 2011	June 30, 2010
	(dollar amounts rounded to nearest million, except per treatment data)				
Revenues	$ 1,591	$ 1,505	$ 1,496	$ 3,096	$ 2,975
Segment operating income	$ 283	$ 250	$ 254	$ 533	$ 506
Dialysis treatments	4,777,817	4,602,375	4,462,565	9,380,191	8,756,685
Average dialysis treatments per treatment day	61,254	59,771	57,212	60,517	56,495
Average dialysis revenue per treatment (including lab services)	$ 332	$ 326	$ 335	$ 329	$ 339

Net operating revenues

Dialysis and related lab services' net operating revenues for the second quarter of 2011 increased by approximately $86 million, or approximately 5.7%, as compared to the first quarter of 2011. The increase in net operating revenues was primarily due to an increase in the number of treatments as a result of one additional treatment day in the second quarter of 2011 and from non-acquired treatment growth in existing and new centers and from growth through acquisitions, totaling approximately 3.8%. The increase was also due to an increase in our average dialysis revenue per treatment of approximately $6, or approximately 1.8%. The increase in the average dialysis revenue per treatment was primarily due to an increase in our Medicare reimbursement rates as a result of corrections to the transition adjustment factor under the new single bundled payment system, an increase in some of our commercial payment rates and a slight improvement in the commercial payor mix, partially offset by a decline in the intensities of physician-prescribed pharmaceuticals.

Dialysis and related lab services' net operating revenues increased by approximately $95 million, or 6.4%, in the second quarter of 2011, as compared to the second quarter of 2010. The increase in net operating revenues in the second quarter of 2011 was principally due to an increase in the number of treatments of approximately 7.1%, partially offset by a decrease in the average dialysis revenue per treatment of approximately $3, or approximately 0.7%. The increase in the number of treatments was primarily attributable to non-acquired treatment growth at existing and new centers and growth through acquisitions. The decrease in the average dialysis revenue per treatment was primarily due to a decline in our Medicare reimbursement rates as a result of

operating in the new single bundled payment system, a decline in the commercial payor mix, and a decline in the intensities of physician-prescribed pharmaceuticals, partially offset by an increase in some of our commercial payment rates.

Dialysis and related lab services' net operating revenues increased by approximately $121 million, or 4.1%, for the six months ended June 30, 2011, as compared to the same period in 2010. The increase in net operating revenues in the first six months of 2011 was principally due to an increase in the number of treatments of approximately 7.1%, partially offset by a decrease in the average dialysis revenue per treatment of approximately $10, or approximately 2.8%. The increase in the number of treatments was primarily attributable to non-acquired treatment growth at existing and new centers and growth through acquisitions. The decrease in the average dialysis revenue per treatment was primarily due to the same factors as described for the second quarter of 2011 as compared to the second quarter of 2010.

Operating expenses and charges

Patient care costs. Dialysis and related lab services' patient care costs on a per treatment basis in the second quarter of 2011 remained flat compared to the first quarter of 2011. However patient care costs benefited from improvements in productivity, lower intensities of physician-prescribed pharmaceuticals and slightly lower pharmaceutical costs, offset by higher labor and benefit costs.

Dialysis and related lab services' patient care costs on a per treatment basis decreased by approximately $9 in the second quarter of 2011 as compared to the second quarter of 2010. The decrease in the per treatment costs was primarily attributable to lower pharmaceutical costs and a decline in the intensities of physician-prescribed pharmaceuticals, partially offset by an increase in labor and related payroll costs, additional benefit costs, a decline in productivity and an increase in other operating costs of our dialysis centers.

Dialysis and related lab services' patient care costs on a per treatment basis decreased by approximately $11 for the six months ended June 30, 2011 as compared to the same period in 2010. The decrease in the per treatment costs was primarily attributable to the same factors as discussed above for the change in the second quarter of 2011 as compared to the second quarter of 2010.

General and administrative expenses. Dialysis and related lab services' general and administrative expenses of approximately $133 million for the second quarter of 2011 increased by approximately $8 million as compared to the first quarter of 2011. The increase was primarily due to higher labor and benefit costs and an increase in professional fees in conjunction with international initiatives.

General and administrative expenses increased by approximately $24 million and $37 million for the second quarter of 2011 and for the six months ended June 30, 2011, respectively, compared to the same periods in 2010. The increases, were primarily due to higher information technology expenditures, higher labor and benefit costs, an increase in professional fees in conjunction with acquisition-related transactions and for compliance and international initiatives and the timing of certain other expenditures. General and administrative expenses, as a percentage of dialysis and related lab services' revenue, was 8.3% for the second quarter of 2011, 8.3% for the first quarter of 2011 and 7.3% for the second quarter of 2010.

Depreciation and amortization. Depreciation and amortization for dialysis and related lab services was approximately $63 million for the second quarter of 2011, $60 million for the first quarter of 2011 and $57 million for the second quarter of 2010. The increases in depreciation and amortization in the second quarter of 2011, as compared to both the first quarter of 2011 and the second quarter of 2010, was primarily due to growth in newly developed centers and from centers through acquisitions.

Depreciation and amortization for dialysis and related lab services was approximately $123 million for the six months ended June 30, 2011, as compared to $113 million for the same period in 2010. The increase was primarily due to the same factors, as described above.

Provision for uncollectible accounts. The provision for uncollectible accounts receivable for dialysis and related lab services was 3.0% for the second quarter of 2011 and was 2.8% for the first quarter of 2011 and the second quarter of 2010. The increase in the provision for uncollectible accounts was primarily the result of an increase in our write-offs of our accounts receivable balances. We assess our level of the provision for uncollectible accounts based upon our historical cash collection experience and trends, and have and will continue to adjust the provision as necessary as a result of changes in our cash collections.

Segment operating income

Dialysis and related lab services' operating income for the second quarter of 2011 increased by approximately $33 million, as compared to the first quarter of 2011. The increase in operating income was primarily attributable to an increase in revenue as a result of additional treatments in the second quarter of 2011, as described above, an increase in the average dialysis revenue per treatment of approximately $6, as also discussed above, improvements in productivity and a slight decline in pharmaceutical costs. However, dialysis and related lab services' operating income was negatively impacted by higher labor and benefit costs and a decline in the intensities of physician-prescribed pharmaceuticals.

Dialysis and related lab services' operating income for the second quarter of 2011 increased by approximately $29 million, as compared to the second quarter of 2010. The increase in operating income was primarily attributable to strong volume growth in revenue from additional treatments as a result of non-acquired treatment growth and growth through acquisitions, partially offset by a decline in the average dialysis revenue per treatment of approximately $3, as described above. Dialysis and related lab services' also increased as a result of lower pharmaceutical costs and cost control initiatives, but was negatively impacted by higher labor costs and related payroll taxes, additional benefit costs, a decline in productivity, an increase in professional fees in conjunction with acquisition-related transactions and compliance and international initiatives and a decline in intensities of physician-prescribed pharmaceuticals.

Dialysis and related lab services' operating income for the six months ended June 30, 2011 increased by approximately $27 million, as compared to the same period in 2010. The increase in operating income was primarily attributable to strong volume growth in revenue from additional treatments as a result of non-acquired treatment growth and growth through acquisitions, partially offset by a decline in the average dialysis revenue per treatment of approximately $10, as described above. Dialysis and related lab services was also impacted by the same additional factors discussed above for the second quarter of 2011 as compared to the second quarter of 2010.

Other – Ancillary Services and Strategic Initiatives

	Three months ended			Six months ended	
	June 30, 2011	March 31, 2011	June 30, 2010	June 30, 2011	June 30, 2010
	(dollar amounts rounded to nearest million)				
Revenues	$123	$106	$93	$229	$176
Segment operating loss	$ (25)	$ (6)	$ (2)	$ (31)	$ (4)

Net operating revenues

The ancillary services and strategic initiatives' net operating revenues for the second quarter of 2011 increased by approximately $17 million as compared to the first quarter of 2011. The increase was primarily due to an increase in revenue in our pharmacy services due to volume growth, additional days in the second quarter of 2011 and an increase in the pharmacy's other services revenue.

The increase in net operating revenues for the second quarter of 2011 of approximately $30 million, as compared to the second quarter of 2010, was primarily due to volume growth in our pharmacy services.

The ancillary services and strategic initiatives' net operating revenues for the six months ended June 30, 2011 increased by approximately $53 million as compared to the same period in 2010. The increase was primarily due to an increase in revenue in our pharmacy services and increases in revenues associated with our infusion therapy services and our disease management services.

Operating expenses

Ancillary services and strategic initiatives' operating expenses for the second quarter of 2011 increased by approximately $36 million as compared to the first quarter of 2011, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating expenses would have increased by approximately $12 million primarily due to volume growth and an increase in labor costs associated with our pharmacy services.

Ancillary services and strategic initiatives' operating expenses for the second quarter of 2011 increased by approximately $53 million as compared to the second quarter in 2010, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating expenses would have increased by approximately $29 million primarily due to volume growth in our pharmacy services, an increase in medical supply costs and an increase in labor and benefit costs.

Ancillary services and strategic initiatives' operating expenses for the six months ended June 30, 2011 increased by approximately $80 million as compared to the same period in 2010, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating expenses would have increased by approximately $56 million primarily due to the same factors as discussed for the increase in the second quarter of 2011 as compared to the second quarter of 2010.

Goodwill

In the second quarter of 2011, we determined that circumstances indicated it was more likely than not that the fair value of one of our ancillary businesses, HCP, which provides infusion therapy services, was less than its carrying amount. The primary factor informing our conclusion was the recent decline in the operating performance of HCP caused mainly by rapid expansion. This led management to scale back significantly its current plans for HCP's future growth initiatives and to update HCP's forecasts and current operating budgets accordingly. These revisions reduced the current and expected future cash flows that the Company believes market participants would use currently in determining the fair value or the HCP business. As a result, we have estimated that the carrying amount of goodwill related to HCP exceeds its implied fair value by $24 million, resulting in a pre-tax goodwill impairment charge of that amount. As of June 30, 2011, after giving effect to this impairment charge, we have approximately $32 million of remaining goodwill recorded related to HCP. We are in the process of finalizing our estimates of the fair values used to determine the amount of the goodwill impairment charge and, depending upon the outcome of that analysis, an additional goodwill impairment charge could result. However, management does not believe that such an amount, if any, would be material.

Segment operating results

Ancillary services and strategic initiatives' operating losses increased by approximately $19 million in the second quarter of 2011 as compared to the first quarter of 2011, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating losses would have decreased by approximately $5 million. The decrease was primarily due to improved operating performance in our pharmacy services as a result of an increase in revenue due to volume growth, additional days in the second quarter of 2011 and an increase in other services revenue, as well as improved operating performance in our disease management services.

Ancillary services and strategic initiatives' operating losses increased by approximately $23 million in the second quarter of 2011, as compared to the second quarter of 2010, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating losses would have decreased by $1 million. The decrease was primarily due to improved operating performance in our disease management services and in our vascular access services, partially offset by a decrease in operating performance in some of our other strategic initiatives.

Ancillary services and strategic initiatives' operating losses increased by approximately $27 million for the six months ended June 30, 2011, as compared to the same period in 2010, which includes the $24 million HCP goodwill impairment charge, as described below. Excluding this item, ancillary services and strategic initiatives adjusted operating losses would have increased by $3 million. The increase was primarily due to the result of deteriorations in the operating performance of our infusion therapy services, ESRD clinical research programs and in other strategic initiatives, partially offset by improvements in our vascular access services.

Corporate level charges

Stock-based compensation. Stock-based compensation of approximately $13.3 million in the second quarter of 2011 represented an increase of approximately $3.6 million as compared to the first quarter of 2011 and an increase of approximately $1.2 million as compared to the second quarter of 2010. The increases were primarily due to an increase in the aggregate quantity of grants that contributed expense to these respective periods. For the six months ended June 30, 2011, stock-based compensation increased by approximately $0.7 million as compared to the same period in 2010.

Other income. Other income for the second quarter of 2011 decreased by approximately $0.3 million as compared to the first quarter of 2011 and decreased by approximately $0.2 million as compared to the second quarter of 2010. For the six months ended June 30, 2011, other income decreased by approximately $0.2 million as compared to the same period in 2010.

Debt expense. Debt expense of $60 million in the second quarter of 2011 increased by approximately $1.3 million from the first quarter of 2011 and increased by $16.2 million, as compared to the second quarter of 2010. The increase in debt expense in the second quarter of 2011 as compared to the first quarter of 2011 was primarily due to higher interest rates associated with our interest rate swap agreements that went effective January 31, 2011. The increase in debt expense in the second quarter of 2011 as compared to the second quarter of 2010 was primarily due to additional borrowings under our new Senior Secured Credit Facilities that were issued on October 20, 2010 that contain significantly higher interest rates than the interest rates under our previous facility. In addition, debt expense in the second quarter of 2011 was also impacted by the amount of interest rate swaps that resulted in a higher overall weighted average effective interest rate on the Term Loan A and from the amortization of the interest rate cap premiums. However, debt expense in the second quarter of 2011 benefited from lower rates associated with the issuance of our new senior notes on October 20, 2010 and also benefited from lower outstanding principal balances on our senior notes. The overall weighted average effective interest rate for the second quarter of 2011 was 5.33%, as compared to 5.20% for the first quarter of 2011 and 4.68% for the second quarter of 2010.

For the six months ended June 30, 2011, debt expense increased by approximately $30.3 million, as compared to the same period in 2010. The increase was primarily attributable to the same factors that were discussed above for the increase in debt expense for the second quarter of 2011 as compared to the second quarter of 2010.

Equity investment income. Equity investment income was approximately $2.4 million for the second quarter of 2011, as compared to $1.5 million for the first quarter of 2011 and $2.8 million for the second quarter of 2010. The increase in equity income in the second quarter of 2011, as compared to the first quarter of 2011, was primarily due to the recognition of additional income in the second quarter of 2011. The decrease in equity income in the second quarter of 2011, as compared to the second quarter of 2010, was primarily due to a decrease

in certain reimbursement rates. For the six months ended June 30, 2011, equity investment income decreased by approximately $1.2 million as compared to the same period in 2010. The decrease was primarily due to the recognition of additional revenue in one of the joint ventures during the first six months of 2010.

Noncontrolling interests

Net income attributable to noncontrolling interests. Net income attributable to noncontrolling interests was $20.7 million for the second quarter of 2011, as compared to $20.3 million for the first quarter of 2011 and $16.0 million for the second quarter of 2010. The increase in net income attributable to noncontrolling interests in the second quarter of 2011 as compared to the first quarter of 2011 was primarily due to an increase in earnings resulting from one additional treatment day in the second quarter of 2011. The increase in net income attributable to noncontrolling interests in the second quarter of 2011 as compared to the second quarter of 2010 was primarily due to an increase in the overall profitability of our joint ventures, as well as increases in the number of joint ventures. For the six months ended June 30, 2011, net income attributable to noncontrolling interests increased by approximately $9.3 million as compared to the same period in 2010. The increase was primarily due to the same factors as the increase in the second quarter of 2011 as compared to the second quarter of 2010.

Accounts receivable

Our accounts receivable balances at June 30, 2011 and March 31, 2011 were $1,132 million and $1,069 million, respectively, which represented approximately 63 days and 62 days of revenue, respectively, net of bad debt provision. The increase in DSO was primarily the result of a slight slowdown in our cash collections. Our DSO calculation is based on the current quarter's average revenue per day. There were no significant changes during the second quarter of 2011 from the first quarter of 2011 in the amount of unreserved accounts receivable over one year old or the amounts pending approval from third-party payors.

Outlook

Outlook for 2011 and 2012. We are raising our operating income guidance for 2011 to now be in the range of $1,080 million to $1,120 million. This guidance excludes the non-cash goodwill impairment charge recorded in the second quarter of 2011. Our previous operating income guidance for 2011 was in the range of $1,040 million to $1,100 million. We are raising our operating cash flow guidance for 2011 to now be in the range of $900 million to $980 million. Our previous operating cash flow guidance for 2011 was in the range of $840 million to $940 million. We are also raising our operating income guidance for 2012 to now be in the range of $1,200 million to $1,300 million. Our previous operating income guidance for 2012 was in the range of $1,100 million to $1,200 million. The guidance above assumes the DSI acquisition closes in the third quarter of 2011. These projections and the underlying assumptions involve significant risks and uncertainties, and actual results may vary significantly from current projections. These risks, among others, include those relating to the concentration of profits generated from commercial payor plans, continued downward pressure on average realized payment rates from commercial payors, which may result in the loss of revenue or patients, a reduction in the number of patients under higher-paying commercial plans, a reduction in government payment rates under the Medicare ESRD program or other government-based programs, the impact of health care reform legislation that was enacted in the United States in March 2010, 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, investigations by various governmental entities and potential other related proceedings, continued increased competition from large and medium-sized dialysis providers that compete directly with us, our ability to complete any acquisitions, mergers or dispositions that we might be considering or announce, or integrate and successfully operate any business we may acquire and expansion of our operations and services to markets outside the United States, or to businesses outside of dialysis. See "Risk Factors" in Part II, Item 1A. in this Quarterly Report on Form 10-Q and the cautionary language contained in the forward looking statements and associated risks as discussed under "Forward-looking statements" on page 25 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.

Liquidity and capital resources

Liquidity and capital resources. Cash flow from operations during the second quarter of 2011 was $204 million, compared to $296 million during the second quarter of 2010. The decrease in operating cash flow was primarily the result of a slow-down in our cash collections, the timing of payments for certain working capital expenditures and the timing of interest payments. Non-operating cash outflows for the second quarter of 2011 included capital asset expenditures of $94 million, including $39 million for new center developments and relocations and $55 million for maintenance and information technology. We spent an additional $70 million for acquisitions. We paid distributions to noncontrolling interests of $24 million and repurchased 3.5 million shares of our common stock for $291 million. Non-operating cash outflows for the second quarter of 2010 included capital asset expenditures of $57 million, including $29 million for new center developments and relocations and $28 million for maintenance and information technology. We spent an additional $91 million for acquisitions. We paid distributions to noncontrolling interests of $19 million and we repurchased 1.6 million shares of our common stock for approximately $100 million.

During the second quarter of 2011, we acquired and opened a total of 27 dialysis centers. During the second quarter of 2010, we acquired and opened a total of 41 dialysis centers, closed one center, sold one center and discontinued administrative and management services to one third-party owned center.

Cash flow from operations for the six months ended June 30, 2011 was $534 million compared to $558 million for the six months ended June 30, 2010. The decrease in operating cash flow was primarily due to a slow-down in our cash collections and the timing of payment for certain working capital expenditures. Non-operating cash outflows for the first six months of 2011 included capital asset expenditures of $163 million, including $67 million for new center developments and relocations and $96 million for maintenance and information technology. We spent an additional $151 million for acquisitions. We paid distributions to noncontrolling interests of $46 million and we repurchased 3.7 million shares of our common stock for approximately $291 million. Non-operating cash outflows for the first six months of 2010 included capital asset expenditures of $102 million, including $52 million for new center developments and relocations and $50 million for maintenance and information technology. We spent an additional $92 million for acquisitions. We paid distributions to noncontrolling interests of $37 million and we repurchased 1.6 million shares of our common stock for approximately $100 million.

For the six months ended June 30, 2011, we acquired and opened a total of 60 dialysis centers, closed two centers, and sold one center. For the six months ended June 30, 2010, we acquired and opened a total of 63 dialysis centers, closed six centers, sold four centers, and acquired an equity investment in one additional center in which we also provide management and administrative services.

We currently expect to spend approximately $240 million for capital asset expenditures in 2011 related to routine maintenance items and information technology equipment, which includes the capital expenditures for our new corporate headquarters. We also expect to spend $150 million for new center development and relocations in 2011. These expenditures will depend upon the availability of projects and sufficient project returns.

On February 4, 2011, we entered into a definitive agreement to acquire all of the outstanding equity securities of CDSI I Holding Company, Inc., the parent company of dialysis provider DSI Renal, Inc. (DSI), in cash for approximately $689.2 million, subject to among other things, adjustments for certain items such as working capital, the purchase of noncontrolling interests, capital assets and acquisitions expenditures. DSI currently operates approximately 106 outpatient dialysis centers serving approximately 8,000 patients. The transaction is subject to approval by the Federal Trade Commission (FTC) including Hart-Scott-Rodino antitrust clearance. The FTC has determined that we will be required to divest approximately 30 outpatient dialysis centers as a condition of the transaction. We currently expect the transaction to close in the third quarter of 2011.

During the first six months of 2011, we repurchased a total of 3,710,086 shares of our common stock for $316.1 million, or an average price of $85.20 per share. As of June 30, 2011, a total of $25.5 million of share

repurchases had not yet been settled in cash. In addition, we repurchased 84,600 additional shares of our common stock for $7.3 million, or an average price of $85.83 per share during the period July 1, 2011 through July 31, 2011. As a result of these transactions, our remaining board authorization for share repurchases as of July 31, 2011 is approximately $358.2 million.

During the first six months of 2011 we made mandatory principal payments under our Senior Secured Credit Facilities totaling $25 million on the Term Loan A and $8.8 million on the Term Loan B.

As of June 30, 2011, we maintained a total of nine interest rate swap agreements with amortizing notional amounts totaling $975 million. These agreements had the economic effect of modifying the LIBOR variable component of our interest rate on an equivalent amount of our Term Loan A to fixed rates ranging from 1.59% to 1.64%, resulting in an overall weighted average effective interest rate of 4.36%, including the Term Loan A margin of 2.75%. The swap agreements expire by September 30, 2014 and require monthly interest payments. During the six months ended June 30, 2011, we accrued net charges of $5.7 million from these swaps which are included in debt expense. As of June 30, 2011, the total fair value of these swap agreements was a liability of $14.2 million. We estimate that approximately $12.3 million of existing unrealized pre-tax losses in other comprehensive income at June 30, 2011 will be reclassified into income over the next twelve months.

As of June 30, 2011, we maintained five interest rate cap agreements with notional amounts totaling $1.25 billion. These agreements have the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 4.00% on an equivalent amount of our Term Loan B debt. The cap agreements expire on September 30, 2014. As of June 30, 2011, the total fair value of these cap agreements was an asset of $5.4 million. During the six months ended June 30, 2011, we recorded $3.8 million, net of tax, as a decrease to other comprehensive income due to unrealized valuation changes in the cap agreements, net of the amortization of the interest rate cap premiums that were reclassified into net income.

As of June 30, 2011, the interest rates were economically fixed on primarily all of our total debt.

As a result of the swap agreements, our overall weighted average effective interest rate on the Senior Secured Credit Facilities was 4.68%, based upon the current margins in effect of 2.75% for the Term Loan A and 3.00% for the Term Loan B, as of June 30, 2011.

Our overall weighted average effective interest rate during the second quarter of 2011 was 5.33% and as of June 30, 2011 was 5.34%.

As of June 30, 2011, we had undrawn revolving credit facilities totaling $250 million of which approximately $46 million was committed for outstanding letters of credit.

We believe that we will have sufficient liquidity and will generate significant operating cash flows to fund our scheduled debt service and other obligations for the foreseeable future, including the next 12 months, under the terms of our debt agreements. Our primary sources of liquidity are cash from operations and cash from borrowings.

Stock-based compensation

Stock-based compensation recognized in a period represents the amortization during that period of the estimated grant-date fair value of current and prior stock-based awards over their vesting terms, adjusted for expected forfeitures. Shares issued upon exercise of stock awards are generally issued from shares in treasury. We have used the Black-Scholes-Merton valuation model for estimating the grant-date fair value of stock options and stock-settled stock appreciation rights granted in all periods. During the six months ended June 30, 2011, we granted 2.3 million stock-settled stock appreciation rights with a grant-date fair value of $51.6 million and a weighted-average expected life of approximately 4.3 years, and also granted 138,000 stock units with a grant-date fair value of $11.9 million and a weighted-average expected life of approximately 3.2 years.

For the six months ended June 30, 2011 and 2010, we recognized $23.1 million and $22.4 million, respectively, in stock-based compensation expense for stock-settled stock appreciation rights, stock options, stock units and discounted employee stock plan purchases, which are primarily included in general and administrative expenses. The estimated tax benefits recorded for stock-based compensation through June 30, 2011 and 2010 was $8.8 million and $8.5 million, respectively. As of June 30, 2011, there was $110.0 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 1.5 years.

During the six months ended June 30, 2011 and 2010, we received $5.2 million and $32.1 million, respectively, in cash proceeds from stock option exercises and $33.8 million and $12.9 million, respectively, in actual tax benefits upon the exercise of stock awards.

Medicare's bundled payment system

On January 1, 2011 we implemented Medicare's new payment system in which all ESRD payments are made under a single bundled payment rate that, beginning in 2012, will provide for an annual inflation adjustment based upon a market basket index, less a productivity adjustment. Also beginning in 2012, the rule provides for up to a 2% annual payment withhold that can be earned back by the facilities that meet certain defined clinical performance standards. The new payment system reimburses providers based upon a single bundled or average payment for each Medicare treatment provided. This new bundled payment amount is designed to cover all dialysis services which were historically included in the composite rate and all separately billable ESRD services such as pharmaceuticals and laboratory costs. The new bundled payment rate is adjusted for certain patient characteristics, a geographic wage index and certain other factors. The initial 2011 bundled payment rate included reductions of 2.0% and 3.1%, respectively, to conform to the provisions of The Medicare Improvements for Patients and Providers Act for 2008 (MIPPA), and to establish budget neutrality. Further, there is a 5.94% reduction tied to an expanded list of case mix adjustors which can be earned back based upon the presence of these patient characteristics and co-modalities at the time of treatment.

On April 1, 2011, CMS released an interim final rule correcting the 3.1% transition adjustment factor to properly update the number of ESRD facilities that elected to opt fully into the new Prospective Payment System (PPS). This new rule is prospective and as a result, effective April 1, 2011 we began recognizing revenues in accordance with the new rule, which resulted in an increase in Medicare revenue per treatment of approximately 3.1% in comparison to our levels recorded in the first quarter of 2011. This reduced our transition adjustment to zero for the balance of 2011 and to an aggregate of approximately 0.75% for 2011.

On July 8, 2011, CMS published the proposed ESRD Prospective Payment System (PPS) rule for 2012. The base rate may increase by 1.8% and the proposal includes additional quality measures that could result in decreased payments if a dialysis facility fails to meet the standards.

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 and letters of credit, as well as potential obligations associated with our equity investments in nonconsolidated businesses and to dialysis centers that are wholly-owned by third parties. Substantially all of our facilities are leased. We have potential acquisition obligations for several joint ventures and for some of our non-wholly-owned subsidiaries in the form of put provisions. If these put provisions were exercised, we would be required to purchase the third-party owners' noncontrolling interests at either the appraised fair market value or a predetermined multiple of earnings or cash flow attributable to the noncontrolling interests put to us, which is intended to approximate fair value. The methodology we use to estimate the fair values of noncontrolling interests subject to put provisions assumes either the higher of a liquidation value of net assets or an average multiple of earnings, based on historical earnings, patient mix and other performance indicators, as well as other factors. The estimated fair values of the noncontrolling interests subject to put provisions is a critical accounting estimate that involves significant judgments and assumptions and may not be indicative of the actual values at which the noncontrolling interests may ultimately be settled, which could vary significantly from our current estimates. The estimated fair values of noncontrolling interests subject to put provisions can fluctuate and the

implicit multiple of earnings at which these noncontrolling interests obligations may be settled will vary significantly depending upon market conditions including potential purchasers' access to the capital markets, which can impact the level of competition for dialysis and non-dialysis related businesses, the economic performance of these businesses and the restricted marketability of the third-party owners' noncontrolling interests. The amount of noncontrolling interests subject to put provisions that contractually employ a predetermined multiple of earnings rather than fair value are immaterial. For additional information see Note 8 to the condensed consolidated financial statements.

We also have certain potential commitments to provide operating capital to several dialysis centers that are wholly-owned by third parties or centers in which we own a minority equity investment as well as to physician–owned vascular access clinics that we operate under management and administrative services agreements.

The following is a summary of these contractual obligations and commitments as of June 30, 2011 (in millions):

	Remainder of 2011	1-3 years	4-5 years	After 5 years	Total
Scheduled payments under contractual obligations:					
Long-term debt	$ 40	$ 187	$ 837	$3,214	$4,278
Interest payments	50	202	202	380	834
Interest payments on the Term Loan B [1]	40	157	153	61	411
Capital lease obligations	1	2	2	11	16
Operating leases	122	430	354	641	1,547
Construction of the new corporate headquarters	45	30	—	—	75
	$298	$1,008	$1,548	$4,307	$7,161
Potential cash requirements under existing commitments:					
Letters of credit	$ 46	$ —	$ —	$ —	$ 46
Noncontrolling interests subject to put provisions	230	64	57	66	417
Pay-fixed swaps potential obligations	6	12	(4)	—	14
Operating capital advances	2	—	—	—	2
	$284	$ 76	$ 53	$ 66	$ 479

(1) Assuming no changes to LIBOR-based interest rates as the Term Loan B currently bears interest at LIBOR (floor of 1.50%) plus an interest rate margin of 3.00%.

The pay-fixed swap obligations represent the estimated fair market values of our interest rate swap agreements as reported by various broker dealers that are based upon relevant observable market inputs as well as other current market conditions that existed as of June 30, 2011, and represent the estimated potential obligation that we would be required to pay based upon the estimated future settlement of each specific tranche over the term of the swap agreements, assuming no future changes in the forward yield curve. The actual amount of our obligation associated with these swaps in the future will depend upon changes in the LIBOR-based interest rates that can fluctuate significantly depending upon market conditions, and other relevant factors that can affect the fair market value of these swap agreements.

In addition to the above commitments, we are obligated to purchase a certain amount of our hemodialysis products and supplies at fixed prices through 2015 from Gambro Renal Products, Inc. in connection with the Alliance and Product Supply Agreement. Our total expenditures for the six months ended June 30, 2011 on such products were approximately 2% of our total operating costs in each year. In January 2010, we entered into an agreement with Fresenius Medical Care, or Fresenius, which committed us to purchase a certain amount of dialysis equipment, parts and supplies from them through 2013. Our total expenditures for the six months ended June 30, 2011 on such products were approximately 2% of our total operating costs.

The actual amount of purchases in future years from Gambro Renal Products and Fresenius will depend upon a number of factors, including the operating requirements of our centers, the number of centers we acquire, growth of our existing centers, and in the case of the Alliance and Product Supply Agreement, Gambro Renal Products' ability to meet our needs.

The settlements of approximately $13 million of existing income tax liabilities for unrecognized tax benefits are excluded from the above table as reasonably reliable estimates of the timing cannot be made.

Significant new accounting standards

In July 2011, the Financial Accounting Standards Board (FASB) issued ASU No. 2011-07, *Health Care Entities-Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts.* This standard amends the current presentation and disclosure requirements for Health Care Entities that recognize significant amounts of patient service revenue at the time the services are rendered without assessing the patient's ability to pay. This standard requires health care entities to reclassify the provision for bad debts from an operating expense to a deduction from patient service revenues. In addition, this standard requires more disclosure on the policies for recognizing revenue, assessing bad debts, as well as quantitative and qualitative information regarding changes in the allowance for doubtful accounts. This standard is applied retrospectively to all prior periods presented and is effective during interim and annual periods beginning after December 15, 2011. The adoption of this standard will not have a material impact on our consolidated financial statements.

In June 2011, the FASB issued Accounting Standard Update (ASU) No. 2011-05, *Comprehensive Income—Presentation of Comprehensive Income*. This standard amends the current presentation requirements for comprehensive income by eliminating the presentation of the components of other comprehensive income within the statement of equity. This standard allows two options on how to present the various components of comprehensive income. These options are either to report the components of comprehensive income separately on the income statement or to present total other comprehensive income and the components of other comprehensive income in a separate statement. This standard does not change the items that must be reported in other comprehensive income or when an item must be reclassified into net income. This standard is applied retrospectively and is effective for fiscal years and interim periods within those years beginning after December 15, 2011. Early adoption is permitted. The adoption of this standard will not have a material impact on our consolidated financial statements.

In May 2011, the FASB issued ASU No. 2011-04, *Fair Value Measurement.* This standard amends the current fair value measurement and disclosure requirements to improve comparability between U.S. GAAP and International Financial Reporting Standards (IFRS). The intent of this standard is to update the disclosures that describe several of the requirements in U.S. GAAP for measuring fair value and to enhance disclosures about fair value measurements which will improve consistency between U.S. GAAP and IFRS. This standard does not change the application of the requirements on fair value measurements and disclosures. This standard is applied prospectively and is effective during interim and annual periods beginning after December 15, 2011. The adoption of this standard will not have a material impact on our consolidated financial statements.

Item 3. ***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 June 30, 2011. The variable rates presented reflect the weighted average LIBOR rates in effect for all debt tranches plus interest rate margins in effect as of June 30, 2011. The Term Loan A margin currently in effect is 2.75% until June 30, 2011, and along with the revolving line of credit, is then subject to adjustment depending upon changes in certain of our financial ratios including a leverage ratio. The Term Loan B currently bears interest at LIBOR (floor of 1.50%) plus an interest rate margin of 3.00% subject to a ratings based step-down to 2.75%.

	Expected maturity date								Average interest rate	Fair value
	2011	2012	2013	2014	2015	2016	Thereafter	Total		
Long term debt:										
Fixed rate	$10	$19	$ 19	$ 19	$ 19	$1,664	$1,561	$3,311	5.60%	$3,325
Variable rate	$31	$50	$101	$150	$651	$ —	$ —	$ 983	4.46%	$ 976

	Notional amount	Contract maturity date					Pay fixed	Receive variable	Fair value
		2011	2012	2013	2014	2015			
	(dollars in millions)								
Swaps:									
Pay-fixed rate	$ 975	$ 25	$ 50	$100	$ 800	$—	1.59% to 1.64%	LIBOR	$(14.2)
Cap agreements	$1,250	$—	$—	$—	$1,250	$—		LIBOR above 4.00%	$ 5.4

Our Senior Secured Credit Facilities, which include the Term Loan A and the Term Loan B, consist of various individual tranches that can range in maturity from one month to twelve months (currently monthly). For the Term Loan A each specific tranche would bear interest at a LIBOR rate that is determined by the maturity of that specific tranche plus an interest rate margin. The LIBOR variable component of the interest rate is reset as each specific tranche matures and a new tranche is re-established and can fluctuate significantly depending upon market conditions including the credit and capital markets. Our Term Loan B is currently effectively fixed since the LIBOR variable component of our interest rate is set at a LIBOR floor of 1.50% and the current LIBOR rate is below that percentage. We have included it in the fixed rate totals in the table above until such time as the LIBOR-based component of our interest rate exceeds 1.50%. We will then be subject to LIBOR-based interest rate volatility on the LIBOR variable component of our interest rate, but only up to 4.00% on $1.25 billion of outstanding principal debt on the Term Loan B, as described below. The remaining $500 million of outstanding debt on the Term Loan B is subject to LIBOR-based interest rate volatility above a floor of 1.50%.

As of June 30, 2011, we maintained a total of nine interest rate swap agreements with amortizing notional amounts totaling $975 million. These agreements had the economic effect of modifying the LIBOR variable component of our interest rate on an equivalent amount of our Term Loan A to fixed rates ranging from 1.59% to 1.64%, resulting in an overall weighted average effective interest rate of 4.36%, including the Term Loan A margin of 2.75%. The swap agreements expire by September 30, 2014 and require monthly interest payments. During the six months ended June 30, 2011, we accrued net charges of $5.7 million from these swaps which are included in debt expense. As of June 30, 2011, the total fair value of these swap agreements was a liability of $14.2 million. We estimate that approximately $12.3 million of existing unrealized pre-tax losses in other comprehensive income at June 30, 2011 will be reclassified into income over the next twelve months.

As of June 30, 2011, we maintained five interest rate cap agreements with notional amounts totaling $1.25 billion. These agreements have the economic effect of capping the LIBOR variable component of our interest rate at a maximum of 4.00% on an equivalent amount of our Term Loan B debt. The cap agreements expire on September 30, 2014. As of June 30, 2011, the total fair value of these cap agreements was an asset of

$5.4 million. During the six months ended June 30, 2011, we recorded $3.8 million, net of tax, as a decrease to other comprehensive income due to unrealized valuation changes in the cap agreements, net of the amortization of the interest rate cap premiums that were reclassified into net income.

As of June 30, 2011, the interest rates were economically fixed on primarily all of our total debt.

As a result of the swap agreements, the overall weighted average effective interest rate on the Senior Secured Credit Facilities was 4.68%, based upon the current margins in effect of 2.75% for the Term Loan A and 3.00% for the Term Loan B, as of June 30, 2011.

The overall weighted average effective interest rate during the second quarter of 2011 was 5.33% and as of June 30, 2011 was 5.34%.

Item 4. ***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 the Company's management, including its Chief Executive Officer and 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 the Company's Chief Executive Officer and 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 Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective for timely identification and review of material information required to be included in the Company's Exchange Act reports, including this report on Form 10-Q. 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 the Company's internal control over financial reporting that was identified during the evaluation that occurred during the fiscal quarter covered by this report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II
OTHER INFORMATION

Item 1. ***Legal Proceedings***

The information in Note 5 of the Notes to Condensed Consolidated Financial Statements in Part I, Item 1 of this report is incorporated by this reference in response to this item.

Item 1A. ***Risk Factors***

A restated description of the risk factors associated with our business is set forth below. This description includes any material changes to and supersedes the description of the risk factors associated with our business previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010. The risks discussed below are not the only ones facing our business. Please read the cautionary notice regarding forward-looking statements under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations".

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 34% of our dialysis and related lab services revenues for the six months ended June 30, 2011 were 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 and all of our nonacute dialysis profits come from commercial payors. We continue to experience downward pressure on 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 our existing or potentially new agreements with commercial payors who tend to be aggressive in their negotiations with us. Sometimes many significant agreements are up for renewal or being renegotiated at the same time. In the event that our continual negotiations 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. Our negotiations with payors are also influenced by competitive pressures. We expect that some of our contracted rates with commercial payors may decrease or that we may experience decreases in patient volume 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. In some circumstances for some commercial payors, our centers are designated as out-of-network providers. Rates for out-of-network providers are on average higher than rates for in-network providers. We believe commercial payors have or will begin to restructure their benefits to create disincentives for patients to select or remain with out-of-network providers and to decrease payment rates for out-of-network providers. 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 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. We have seen an increase in the number of patients who have government-based programs as their primary payors which we believe is largely a result of improved mortality and recent economic conditions which have a negative impact on the percentage of patients covered under commercial insurance plans. To the extent there are sustained or increased job losses in the United States, independent of whether general economic conditions might be improving, we could experience a continued decrease in the number of patients covered under commercial plans. We could also experience a further decrease if changes to the healthcare regulatory system result in fewer patients covered under commercial plans or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates. In addition, our continuous process of negotiations with commercial payors under existing or potentially new agreements could result in a decrease in the number of patients under commercial plans to the extent that we cannot reach agreement with commercial payors on rates and other terms, resulting in termination or non-renewals of existing agreements or our inability to enter into new ones. 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, including the implementation of a bundled payment system under MIPPA, the Budget Control Act of 2011 and other healthcare reform initiatives, could substantially reduce our revenues, earnings and cash flows.

Approximately 49% of our dialysis and related lab services revenues for the six months ended June 30, 2011 was generated from patients who have Medicare as their primary payor. Prior to January 1, 2011, the Medicare ESRD program paid us for dialysis treatment services at a fixed composite rate. The Medicare composite rate was the payment rate for a dialysis treatment including the supplies used in those treatments, specified laboratory tests and certain pharmaceuticals. Certain other pharmaceuticals, including EPO, vitamin D analogs and iron supplements, as well as certain specialized laboratory tests, were separately billed.

In July 2008, MIPPA was passed by Congress. This legislation introduced a new payment system for dialysis services beginning in January 2011 whereby payment for dialysis treatment and related services are now made under a bundled payment rate which provides a fixed rate to encompass all goods and services provided during the dialysis treatment, including pharmaceuticals that were historically separately reimbursed to the dialysis providers, such as EPO, vitamin D analogs and iron supplements, and laboratory testing. On August 12, 2010, the Centers for Medicare & Medicaid Services, or CMS, published the final rule implementing the bundled payment in the Federal Register. The initial 2011 bundled rate includes reductions of 2% and 3.1% from the prior reimbursement amounts to conform to the provisions of MIPPA and to establish budget neutrality, respectively. Further there is a 5.94% reduction tied to an expanded list of case-mix adjustors which can be earned back based upon the presence of these certain patient characteristics and co-morbidities at the time of treatment. There are also other provisions which may impact payment including an outlier pool and a low volume facility adjustment.

On July 8, 2011, CMS published the proposed ESRD Prospective Payment System (PPS) rule for 2012. The base rate may increase by 1.8% and the proposal includes additional quality measures that could result in decreased payments if a dialysis facility fails to meet the standards.

We believe the new payment system presents operational, clinical and financial risks. For example, with regard to the expanded list of case-mix adjustors, there is a risk that our dialysis centers or billing and other systems may not accurately document and track the appropriate patient-specific characteristics, resulting in a reduction or overpayment in the amounts of the payments that we would otherwise be entitled to receive. The new single bundled payment base rate will also be adjusted annually for inflation based upon a market basket index, less a productivity adjustment, beginning in 2012. Also, beginning in 2012, the rule provides for up to a 2% annual payment withhold that can be earned back by facilities that meet certain defined clinical performance

standards; however, to the extent our facilities do not fully meet the established benchmarks, we may not earn back all (or any) of the dollars withheld.

Dialysis providers were given the option to make a one-time election by November 1, 2010 to move fully to the bundled payment system in 2011 or to phase in the payment system over four years, in each case commencing on January 1, 2011. We elected to move fully to the bundled payment system.

On April 1, 2011, CMS released an interim final rule correcting the 3.1% transition adjustment factor to properly update the number of ESRD facilities that elected to opt fully into the new PPS. This new rule is prospective and will not be retroactively applied to first quarter revenues previously recognized under the prior bundled payment rate. As a result, effective April 1, 2011, we began recognizing revenues in accordance with the new rule, which resulted in an increase in Medicare revenue per treatment of approximately 3.1% in comparison to levels recorded in the first quarter of 2011. This reduced our transition adjustment rate to zero for the balance of 2011 and to an aggregate of approximately 0.75% for the full year. Neither this new rule, nor the proposed ESRD PPS rule for 2012, change the CMS methodology for determining the transition budget-neutrality adjustment. However, based on the new data regarding the number of dialysis facilities that actually opted into the new payment system, the proposed ESRD PPS rule for CY 2012 does propose to eliminate the transition adjustment factor for 2012.

We expect to continue experiencing 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 or in payments under the new bundled payment rate system.

On August 2, 2011, the President signed into law the "Budget Control Act of 2011," which raised the debt ceiling and put into effect a series of actions to reduce the federal deficit over ten years. The first phase requires reductions of $917 billion in domestic and defense discretionary spending only. Under the second phase, the law created a 12-member Joint Committee ("Committee") which is tasked with making recommendations for an additional $1.2 - $1.5 trillion in spending cuts over ten years. The Committee is required to report its recommendations to the Congress no later than November 23, 2011. The Congress is required to act on the recommendations, without amendment, by December 23, 2011. The Committee could recommend reductions in Medicare, Medicaid, Social Security and other entitlement programs. It could also recommend new revenue measures. If the Committee fails to report savings or if the Congress fails to enact them, an automatic sequestration (across-the-board cuts) will be triggered in an amount necessary to achieve $1.2 trillion in savings, or in the amount that an enacted Committee bill fell short of $1.2 trillion. The cuts will be distributed equally between security and non-security programs. Programs exempted from sequestration include Social Security, Medicaid, VA benefits and pensions, federal retirement funds, civilian and military pay, child nutrition, SSI, WIC, and other programs. Medicare providers would absorb the Medicare savings, which could be in an amount up to 2% of total program costs beginning in 2013.

We also cannot predict whether we will be able to satisfy our Medicare and Medicaid regulatory compliance obligations as processes and systems are modified substantially to comply with the rule. To the extent we are not able to adequately bill and collect for certain payment adjustors and are not able to offset the mandated reductions in reimbursement or if we face regulatory enforcement actions and penalties as a result of alleged improper billing of governmental programs, it could have a material adverse effect on our revenues, earnings and cash flows. For additional details regarding the risks we face for failing to adhere to our Medicare and Medicaid regulatory compliance obligations, see the risk factor below under the heading "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".

Health care reform could substantially reduce our revenues, earnings and cash flows.

In March 2010, broad health care reform legislation was enacted in the United States. Although many of the provisions of the new legislation do not take effect immediately, and may be modified before they are

implemented, the reforms could have an impact on our business in a number of ways. We cannot predict how employers, private payors or persons buying insurance might react to these changes or what form many of these regulations will take before implementation. In July 2011, the Department of Health and Human Services, or HHS, issued two proposed rules related to the establishment of health care insurance exchanges due to be operating by 2014 that will provide a marketplace for eligible individuals to purchase health care insurance. The proposed rules provide clarifications on the requirements related to implementation of such exchanges, outline areas of state flexibility in their implementation of such exchanges and provide standards for certain risk adjustment mechanisms. We believe the establishment of health care insurance exchanges could result in a reduction in patients covered by commercial insurance or an increase of patients covered under more restrictive commercial plans with lower reimbursement rates. To the extent that the implementation of such exchanges results in a reduction in patients covered by commercial insurance or a reduction in reimbursement rates for our services from commercial and/or government payors, our revenues, earnings and cash flows could be adversely affected.

In March 2011, CMS issued a proposed rule concerning the Medicare Shared Savings Program established by the health care reform legislation, which must be implemented no later than January 1, 2012. The Medicare Shared Savings Program will provide financial incentives to health care providers and suppliers that work together to furnish coordinated, high-quality care to Medicare beneficiaries through accountable care organizations, or ACOs. The proposed rule is the first major health care delivery reform initiative in the aftermath of the passage of the health care reform legislation. Under the proposed regulations, to qualify for financial incentives, ACOs must successfully satisfy quality performance standards and also reduce health care costs. ACOs will receive higher percentages of shared savings if they demonstrate they are providing high quality care and achieving a minimum savings based upon the average per capita Medicare expenditures for beneficiaries who have been assigned to the ACOs. Under the proposed rule, all ACOs are required to transition to a risk-based model whereby the ACOs are eligible for higher sharing rates but also at risk for sharing in any losses. Industry reaction to CMS' proposed rule has largely been negative with health care organizations and trade organizations expressing concerns about start-up costs, the absence of an upside-only risk model, the number and complexity of the proposed quality measures, retroactive assignment of beneficiaries, and antitrust obstacles. It is unclear what role we can play in the Medicare Shared Savings Program, but even if we do not participate in this program, we will need to be aware of how we are performing under such program's criteria because we may be competing against ACOs in this program. If we are unable to perform at the levels established under the program we may be at risk for losing our Medicare patient base, which would have a materially adverse effect on our revenues, earnings and cash flow. Furthermore, even if providers and suppliers elect not to participate in ACOs, there are many similar initiatives with government and private payors that may arise, including the development of models similar to ACOs, Independent Practice Associations and Integrated Delivery Systems or evolutions of those concepts. For example, the CMS Innovation Center will be developing variations of the ACO concept in future demonstration projects, whether partial capitation arrangements and specific diseases or care settings will be targeted. The further development of these types of models could create situations where ACOs or similar intermediaries are accountable for coordinating more care for patients. This shift in accountability may require us to negotiate contracts for services with intermediaries instead of directly with the payors. It is possible that payment rates negotiated with intermediaries could be materially lower in the future, which would have a material adverse effect on our revenues, earnings and cash flows.

In addition, the health care reform legislation introduced severe penalties for the knowing and improper retention of overpayments collected from government payors. As a result, we have made significant investments in additional resources to accelerate the time it takes to identify and process overpayments and we may be required to make additional investments in the future. Acceleration in our ability to identify and process overpayments could result in us refunding overpayments to government or other payors sooner than we have in the past, which could have a material adverse effect on our operating cash flows. The failure to return identified overpayments within the specified time frame is now a violation of the federal False Claims Act.

The health care reform legislation also reduced the timeline to file Medicare claims, which now must be filed with the government within one calendar year after the date of service. To comply with this reduced

timeline, we must deploy significant resources and may change our claims processing methods to ensure that our Medicare claims are filed in a timely fashion. Failure to file a claim within the one year window could result in payment denials, adversely affecting our revenues, earnings and cash flows.

Effective March 2011, CMS instituted new screening procedures and a new $500 enrollment fee for providers enrolling and re-enrolling in government health care programs. A provider is subject to screening upon initial enrollment and each time the provider re-validates its enrollment application. Screening includes verification of enrollment information and review of various federal databases to ensure the provider has valid tax identification, NPI numbers and is not excluded. We expect this screening process to delay the Medicare contractor approval process, potentially causing a delay in reimbursement. The enrollment fee is also applicable upon initial enrollment, re-validation, and each time an existing provider adds a new facility location. This fee is an additional expense that must be paid for each center every three years and could be more significant if other government and commercial payors follow this trend. Ultimately, we anticipate the new screening and enrollment requirements will require additional personnel and financial resources and will potentially delay the enrollment and revalidation of our centers which in turn will delay payment.

Other reform measures allow CMS to place a moratorium on new enrollment of providers and to suspend payment to providers upon a credible allegation of fraud from any source. These types of reform measures, or others, depending upon the scope and breadth of the implementing regulations, could adversely impact our revenues, earnings and cash flows.

Changes in state Medicaid or other non-Medicare government-based programs or payment rates could reduce our revenues, earnings and cash flows.

Approximately 17% of our dialysis and related lab services revenues for the six months ended June 30, 2011 was generated from patients who have state Medicaid or other non-Medicare government-based programs, such as Medicare-assigned plans or the Veterans Health Administration, or VA, as their primary coverage. As state governments and governmental organizations face increasing budgetary pressure, we may in turn face reductions in payment rates, delays in the timing of payments, limitations on eligibility or other changes to the applicable programs. For example, some programs, such as certain state Medicaid programs and the Veterans Health Administration, have recently considered, proposed or implemented rate reductions.

On December 17, 2010, the Department of Veterans Affairs published a final rule in which it materially changed the payment methodology and ultimately the amount paid for dialysis services furnished to veterans in non-VA centers such as ours. In the final rule, the VA adopted the bundled payment system implemented by Medicare and estimated a reduction of 39% in payments for dialysis services to veterans at non-VA centers. Approximately 2% of our dialysis and related lab services revenues for the six months ended June 30, 2011 was generated by the VA. The new VA payment methodology will have a significant negative impact on our revenues, earnings and cash flows as a result of the reduction in rates or as a result of the decrease in the number of VA patients we serve. We recently executed multi-year contractual agreements with the Veterans Health Administration and there is some uncertainty as to when this rule will take effect for the patients covered by these contracts. While at this time the contracts remain in force, these agreements provide for the right for either party to terminate the agreement without cause on short notice. Further, patients who are not covered by the contractual arrangements will likely be reimbursed at Medicare rates beginning with the date of implementation of the rule. If the Veterans Health Administration proceeds with payment rate reductions or fails to renew our existing contracts, we might have to cease accepting patients under this program and could even be forced to close centers.

In addition, some state Medicaid program eligibility requirements mandate that citizen enrollees in such programs provide documented proof of citizenship. If our patients cannot meet these proof of citizenship documentation requirements, they may be denied coverage under these programs. If state Medicaid or other non-Medicare government programs reduce the rates paid by these programs for dialysis and related services,

delay the timing of payment for services provided, further limit eligibility for coverage or adopt changes to their payment structure which reduces our overall payments from these state Medicaid or non-Medicare government programs, then our revenues, earnings and cash flows could be adversely affected.

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

Historically, Medicare and most Medicaid programs paid for EPO outside of the composite rate. This separate payment has long been the subject of discussions regarding appropriate dosing and payment in an effort to reduce escalating expenditures for EPO. Since January 1, 2011, Medicare has bundled EPO into the prospective payment system such that dosing variations will not change the amount paid to a dialysis facility. Although some Medicaid programs and other payors suggest movement towards a bundled payment system inclusive of EPO, some non-Medicare payors continue to pay for EPO separately from the treatment rate. The administration of EPO and other pharmaceuticals that are separately billable accounted for approximately 7% of our dialysis and related lab services revenues for the six months ended June 30, 2011, with EPO alone accounting for approximately 4% of our dialysis and related lab services revenues for the same period. Changes in clinical practices that result in further decreased utilization of prescribed pharmaceuticals or changes in payment rates for those pharmaceuticals could reduce our revenues, earnings and cash flows.

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 U.S. House of Representatives Ways and Means Committee held a hearing on the issue of the utilization of ESAs, which include EPO, 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. An FDA advisory panel on ESA use met in October 2010, which meeting was similar to the prior meeting held in 2007 in that there was significant discussion and concern about the safety of ESAs. The panel concluded it would not recommend a change in ESA labeling. However, the FDA is not bound by the panel's recommendation. In June 2011, the FDA required that the black box warning be revised and also include more conservative dosing recommendations for patients with chronic kidney disease. In addition, in June 2011, CMS opened a National Coverage Analysis (NCA) for ESAs. In January 2011, CMS convened a meeting of the Medicare Evidence Development and Coverage Advisory Committee (MEDCAC) to evaluate evidence for the pending NCA. In June 2011, CMS determined not to issue a national coverage determination for ESAs due to a lack of available evidence to establish coverage criteria or limitations.

The forgoing congressional and agency activities and related actions could result in further restrictions on the utilization and reimbursement for ESAs. Commercial payors have also increasingly examined their administration policies for EPO and, in some cases, have modified those policies. Further changes in labeling of EPO and 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 or the conversion to alternate types of administration of EPO or other pharmaceuticals that result in further decreases in utilization or reimbursement for EPO and other pharmaceuticals, could have a material adverse effect on our revenues, earnings and cash flows.

Changes in EPO pricing could materially reduce our 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 at any time during the term of our agreement with Amgen. Future increases in the cost of EPO without corresponding increases in payment rates for EPO from commercial payors and without corresponding increases in the Medicare bundled rate could have a material adverse effect on our earnings and cash flows and ultimately reduce our income. Our agreement with Amgen for EPO provides for discount pricing and rebates for EPO. Some of the rebates are subject to various qualification requirements for which we will be evaluated during the term of the

agreement. These qualification requirements are based on a variety of factors, including process improvement targets, patient outcome targets and data submission. In addition, the rebates are subject to certain limitations. We cannot predict whether we will continue to receive the rebates for EPO that we currently receive, or whether we will continue to achieve the same levels of rebates within that structure as we have historically achieved. Factors that could impact our ability to qualify for 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 meet certain targets and earn the specified rebates could have a material adverse effect on our earnings and cash flows. Our prior multi-year agreement with Amgen expired on December 31, 2010, and we entered into a new shorter term agreement with Amgen, which agreement as amended, provides for a term that commenced January 1, 2011 and ends December 31, 2011. We cannot predict whether any new agreement with Amgen will include the same or similar discount pricing and rebates as provided in our current agreement and, if so, whether we could meet any applicable qualification requirements for receiving them.

We are the subject of a number of inquiries by the federal government, any of which could result in substantial penalties against us, imposition of certain obligations on our practices and procedures, exclusion from future participation in the Medicare and Medicaid programs and, in certain cases, criminal penalties.

We are the subject of a number of inquiries by the federal government. We have received subpoenas from the U.S. Attorney's Office for the Northern District of Georgia, the U.S. Attorney's Office for the Eastern District of Missouri, the U.S. Attorney's Office for the Eastern District of Texas and the OIG's Office in Dallas, Texas. In addition, the U.S. Attorney's Office for the District of Colorado has opened a federal grand jury investigation which we believe overlaps with the Eastern District of Missouri and OIG Dallas matters mentioned above . We are cooperating with the U.S. Attorney's Offices and the OIG with respect to each of the subpoenas or investigations and producing the requested records. Although we cannot predict whether or when proceedings might be initiated by the federal government 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 subpoenas or investigations will continue to require management's attention and significant legal expense. Any negative findings could result in substantial financial penalties against us, imposition of certain obligations on our practices and procedures, exclusion from future participation in the Medicare and Medicaid programs and, in certain cases, criminal penalties. To our knowledge, no proceedings have been initiated by the federal government against us at this time. See Note 5 to our condensed consolidated financial statements for additional information and any updates regarding these inquiries and subpoenas.

Continued inquiries from various governmental bodies with respect to our utilization of EPO and other pharmaceuticals will require management's attention, cause us to incur significant legal expense and could result in substantial financial penalties against us, repayment obligations or exclusion from future participation in the Medicare and Medicaid programs, and could have a material adverse effect on our revenues, earnings and cash flows.

In response to clinical studies which identified risks in certain patient populations related to the utilization of EPO and other ESAs, 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 legislation regarding pharmaceutical utilization and reimbursement. Although we believe our anemia management practices and other pharmaceutical administration 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. Additional inquiries from or audits by various agencies and claims by third parties with respect to these issues would continue to require management's attention and significant legal expense and any negative findings could result in substantial financial penalties or repayments, imposition of certain obligations on our practices and procedures and the attendant financial burden on us to comply, or exclusion from future participation in the Medicare and Medicaid programs, and could have a material adverse effect on our revenues, earnings and cash flows. See Note 5 to our condensed consolidated financial statements for additional information and any updates regarding these inquiries and subpoenas.

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 Law physician self-referral prohibition and analogous state referral statutes, the federal False Claims Act, or FCA, and federal and state laws regarding the collection, use and disclosure of patient health information and the storage, handling and administration of pharmaceuticals. The Medicare and Medicaid reimbursement rules related to claims submission, enrollment and licensing requirements, cost reporting, and payment processes impose complex and extensive requirements upon dialysis providers. A violation or departure from any of these requirements may result in government audits, lower reimbursements, significant fines and penalties, the potential loss of certification and recoupments or voluntary repayments. CMS has indicated that after implementation of the Medicare bundled payment system, it will monitor use of EPO and whether blood transfusions replace EPO for anemia management.

The regulatory scrutiny of healthcare providers, including dialysis providers continues to increase. 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 to government or commercial payors any amounts received for such administration, and be subject to substantial penalties under applicable laws or regulations. In addition, Medicare contractors have increased their prepayment and post-payment reviews.

We endeavor to comply with all of the requirements for receiving Medicare and Medicaid payments, to structure all of our relationships with referring physicians to comply with state and federal anti-kickback laws and physician self-referral law (Stark Law), and for storing, handling and administering pharmaceuticals. However, the laws and regulations in these areas are complex, require considerable resources to comply with and are subject to varying interpretations. For example, if an enforcement agency were to challenge the level of compensation that we pay our medical directors or the number of medical directors whom we engage, 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. In addition, amendments to the FCA impose severe penalties for the knowing and improper retention of overpayments collected from government payors. These amendments could subject our procedures for identifying and processing overpayments to greater scrutiny. We have made significant investments in additional resources to decrease the time it takes to identify and process overpayments and we may be required to make additional investments in the future. An acceleration in our ability to identify and process overpayments could result in us refunding overpayments to government or other payors sooner than we have in the past. A significant acceleration of these refunds could have a material adverse affect on our operating cash flows. Additionally, amendments to the federal anti-kickback statute in the health reform law make anti-kickback violations subject to FCA prosecution, including *qui tam* or whistleblower suits.

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 health care facilities or administer pharmaceuticals 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 Law violations, FCA violations, 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 changes to our practices or procedures that significantly increase operating expenses;
- Termination of relationships with medical directors; and
- Harm to our reputation, which could impact our business relationships, ability to obtain financing and access to new opportunities.

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 agencies responsible for surveying dialysis centers on behalf of the state and Medicare program face increasing budgetary pressure, certain states are having difficulty keeping up with certifying dialysis centers in the normal course resulting in significant delays in certification. If state governments continue to have difficulty keeping up with certifying new centers in the normal course and we continue to experience significant delays in our ability to treat and bill for services provided to patients covered under government programs, it could cause us to incur write-offs of investments or accelerate the recognition of lease obligations in the event we have to close centers or our centers' operating performance deteriorates, and it could have an adverse effect on our revenues, earnings and cash flows.

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 June 30, 2011, we owned a controlling interest in numerous dialysis-related joint ventures, which represented approximately 18% of our dialysis and related lab services revenues for the six months ended June 30, 2011. In addition, we also owned minority equity investments in several other dialysis related joint ventures. We anticipate that we will continue to increase the number of our joint ventures. 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 federal anti-kickback statute, 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 (and possibly the Stark Law). The subpoena and related requests for documents we received from the U.S. Attorney's Office for the Eastern District of Missouri included requests for documents related to our joint ventures. We were advised by the U.S. Department of Justice that it is conducting a civil investigation into our financial relationships with physicians. See Note 5 to our condensed consolidated financial statements for additional information and any updates regarding these inquiries and subpoenas.

If our joint ventures are found to be in violation of the anti-kickback statute or the Stark Law 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 by the joint ventures from Medicare and certain other payors to the extent that these arrangements are found to give rise 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 and related refund liabilities that we recognize and if we are unable to accurately estimate our revenue and related refund liabilities, it could impact the timing and the amount of our revenue recognition or have a significant impact on our operating results.

There are significant estimating risks associated with the amount of dialysis and related lab services revenues and related refund liabilities that we recognize in a reporting period. The billing and collection process is complex due to ongoing insurance coverage changes, geographic coverage differences, differing interpretations of contract coverage, and other payor issues. Determining applicable primary and secondary coverage for approximately 131,000 patients at any point in time, together with the changes in patient coverage that occur each month, requires complex, resource-intensive processes. 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. We generally expect our range of dialysis and related lab services revenues estimating risk to be within 1% of revenues for the segment, which can represent as much as 6% of consolidated operating income. If our estimates of dialysis and related lab services revenues and related refund liabilities are materially inaccurate, it could impact the timing and the amount of our revenue recognition and have a significant impact on our operating results.

The ancillary services we provide or the strategic initiatives we invest in now or in the future may generate losses and may ultimately be unsuccessful. In the event that one or more of these activities is unsuccessful, we may have to write off our investment and incur other exit costs.

Our ancillary services and strategic initiatives currently include pharmacy services, infusion therapy services, disease management services, vascular access services, ESRD clinical research programs and physician services. We expect to add additional service offerings and pursue additional strategic initiatives in the future as circumstances warrant, which could include healthcare services not related to dialysis. Many of these initiatives require or would require investments of both management and financial resources and can generate significant losses for a substantial period of time and may not become profitable. There can be no assurance that any such strategic initiative will ultimately be successful. Any significant change in market conditions, or business performance, or in the political, legislative or regulatory environment, may impact the economic viability of any of these strategic initiatives. For example, during 2010 and 2009, several of our strategic initiatives generated net operating losses and some have generated net operating losses for the first six months of 2011, and are expected to generate net operating losses in 2011. If any of our ancillary services or strategic initiatives do not perform as planned, we may incur a material write-off or an impairment of our investment, including goodwill, in one or more of these activities or we could incur significant termination costs if we were to exit a certain line of business. As an example, during the second quarter of 2011 we recorded a goodwill impairment charge of $24 million related to a decrease in the implied fair value of goodwill below its carrying amount associated with our infusion therapy business.

If a significant number of physicians were to cease referring patients to our dialysis centers, whether due to regulatory or other reasons, it would have a material adverse effect on our revenues, earnings and cash flows.

We believe that 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, and at any given time a large number of them could be up for renewal at the same time. 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 anti-kickback statute, Stark 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 dialysis 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.

Current economic conditions as well as further disruptions in the financial markets could have a material adverse effect on our revenues, earnings and cash flows and otherwise adversely affect our financial condition.

Current economic conditions could adversely affect our business and our profitability. Among other things, the potential decline in federal and state revenues that may result from such conditions may create additional pressures to contain or reduce reimbursements for our services from Medicare, Medicaid and other government sponsored programs. Increasing job losses or slow improvement in the unemployment rate in the United States as a result of current or recent economic conditions has and may continue to result in a smaller percentage of our patients being covered by an employer group health plan and a larger percentage being covered by lower paying Medicare and Medicaid programs. Employers may also begin to select more restrictive commercial plans with lower reimbursement rates. To the extent that payors are negatively impacted by a decline in the economy, we may experience further pressure on commercial rates, a further slowdown in collections and a reduction in the amounts we expect to collect. In addition, uncertainty in the financial markets could adversely affect the variable interest rates payable under our credit facilities or could make it more difficult to obtain or renew such facilities or to obtain other forms of financing in the future. Any or all of these factors, as well as other consequences of the current economic conditions which cannot currently be anticipated, could have a material adverse effect on our revenues, earnings and cash flows and otherwise adversely affect our financial condition.

We may engage in acquisitions, mergers or dispositions, which may affect our results of operations, debt-to-capital ratio, capital expenditures or other aspects of our business.

We may engage in acquisitions, mergers or dispositions, which may affect our results of operations, debt-to-capital ratio, capital expenditures, or other aspects of our business. There can be no assurance that we will be able to identify suitable acquisition targets or merger partners or that, if identified, we will be able to acquire these targets on acceptable terms or agree to terms with merger partners. There can also be no assurance that we will be successful in completing any acquisitions, mergers or dispositions that we might be considering or announce, or integrating any acquired business into our overall operations or operate them successfully as stand-alone businesses, or that any such acquired business will operate profitably or will not otherwise adversely impact our results of operations. Further, we cannot be certain that key talented individuals at the business being acquired will continue to work for us after the acquisition or that they will be able to continue to successfully manage or have adequate resources to successfully operate any acquired business.

If we are not able to continue to make acquisitions, or maintain an acceptable level of non-acquired growth, or if we face significant patient attrition to our competitors or a reduction in the number of our medical directors, it could adversely affect our business.

The dialysis industry is highly competitive, particularly in terms of acquiring existing dialysis centers. We continue to face 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 and medical directors. Acquisitions, patient retention and medical director retention are an important part of our growth strategy. Because of the ease of entry into the dialysis business and the ability of physicians to be medical directors for their own centers, competition for growth in existing and expanding markets is not limited to large competitors with substantial financial resources. Occasionally, we have experienced competition from former medical directors or referring physicians who have opened their own dialysis centers. In addition, Fresenius, our largest competitor, manufactures a full line of dialysis supplies and equipment in addition to owning and operating dialysis centers.

This may give it cost advantages over us because of its ability to manufacture its own products. If we are not able to continue to make acquisitions, continue to maintain acceptable levels of non-acquired growth, or if we face significant patient attrition to our competitors or a reduction in the number of our medical directors, it could adversely affect our business.

If businesses we acquire have liabilities that we are not aware of, we could suffer severe consequences that would substantially reduce our 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 services and strategic initiatives. Businesses we acquire may have unknown or contingent liabilities or liabilities that are in excess of the amounts that we originally 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 earnings and cash flows.

Expansion of our operations to and offering our services in markets outside of the United States subjects us to political, legal, operational and other risks that could adversely affect our business, results of operations and cash flows.

We are undertaking an expansion of our operations and beginning to offer our services outside of the United States, which increases our exposure to the inherent risks of doing business in international markets. Depending on the market, these risks include, without limitation, those relating to:

- changes in the local economic environment;
- political instability, armed conflicts or terrorism;
- social changes;
- intellectual property legal protections and remedies;
- trade regulations;
- procedures and actions affecting approval, production, pricing, reimbursement and marketing of products and services;
- foreign currency;
- repatriating or moving to other countries cash generated or held abroad, including considerations relating to tax-efficiencies and changes in tax laws;

- export controls;
- lack of reliable legal systems which may affect our ability to enforce contractual rights;
- changes in local laws or regulations;
- potentially longer payment and collection cycles; and
- financial and operational, and information technology systems integration.

Conducting international operations requires us to devote significant management resources to implement our controls and systems in new markets, to comply with local laws and regulations and to overcome the numerous new challenges inherent in managing international operations, including those based on differing languages, cultures and regulatory environments, and those related to the timely hiring and integration of a sufficient number of skilled personnel to carry out operations.

We anticipate expanding our international operations through acquisitions of varying sizes or through organic growth, which could increase these risks. Additionally, though we might invest material amounts of capital and incur significant costs in connection with the growth and development of our international operations, there is no assurance that we will be able to operate them profitably anytime soon, if at all. As a result, we would expect these costs to be dilutive to our earnings over the next several years as we start-up or acquire new operations.

These risks could have a material adverse effect on our financial condition, results of operations and cash flows.

The level of our current and future debt could have an adverse impact on our business and our ability to generate cash to service our indebtedness depends on many factors beyond our control.

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;
- 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.

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 provide assurance that our business will generate sufficient cash flow from operations in the future or that future borrowings will be available to us in an amount sufficient to enable us to service our indebtedness or to fund other liquidity needs. The borrowings under the Credit Agreement are guaranteed by substantially all of our direct and indirect wholly-owned domestic subsidiaries and are secured by substantially all of DaVita's and its guarantors' assets.

Increases in interest rates may increase our interest expense and adversely affect our earnings and cash flow and our ability to service our indebtedness.

A portion of our outstanding debt bears interest at variable rates. We are subject to LIBOR-based interest rate volatility from a floor of 1.50% to a cap of 4.00% on $1.25 billion notional amount of our Term Loan B outstanding debt as a result of several interest rate cap agreements that were entered into in January 2011. The remaining $500 million of outstanding debt on the Term Loan B is subject to LIBOR-based interest rate volatility above a floor of 1.50%.

We also have approximately $250 million of additional borrowings available under our new Senior Secured Credit Facilities which will bear interest at a variable rate. We may also incur additional variable rate debt in the future. Increases in interest rates would increase our interest expense of the variable portion of our indebtedness, which could negatively impact our earnings and cash flow and our ability to service our indebtedness which would be particularly significant in the event of rapid and substantial increases in interest rates.

If interest rates were to hypothetically increase by 100 basis points it would not currently have any material impact on our financial results since all of our Term Loan A is economically fixed and our Term Loan B is subject to LIBOR-based interest rate volatility above a floor of 1.50%, as described above. The current LIBOR rate in effect, plus a hypothetical increase of 100 basis points, is less than our Term Loan B floor of 1.50%. Therefore, LIBOR-based interest rates would have to move above a floor of 1.50% to have a negative impact on our financial results. See “Item 3—Quantitative and Qualitative Disclosures about Market Risk” for more information.

If there are shortages of skilled clinical personnel 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. In addition, changes in certification requirements or increases in the required staffing levels for skilled clinical personnel can impact our ability to maintain sufficient staff levels to the extent our teammates are not able to meet new requirements or competition for qualified individuals increases. 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 business is labor intensive and could be adversely affected if we were unable to maintain satisfactory relations with our employees or if union organizing activities were to result in significant increases in our operating costs or decreases in productivity.

Our business is labor intensive, and our results are subject to variations in labor-related costs, productivity and the number of pending or potential claims against us related to labor and employment practices. If political efforts at the national and local level result in actions or proposals that increase the likelihood of union organizing activities at our facilities or if union organizing activities increase for other reasons, or if labor and employment claims, including the filing of class action suits, trend upwards, our operating costs could increase and our employee relations, productivity, earnings and cash flows could be adversely affected.

Upgrades to our billing and collections systems and complications associated with upgrades and other improvements to our billing and collections systems could have a material adverse effect on our revenues, cash flows and operating results.

We are continuously performing upgrades to our billing systems and expect to continue to do so in the near term. In addition, we continuously work to improve our billing and collections performance through process upgrades, organizational changes and other improvements. We may experience difficulties in our ability to

successfully bill and collect for services rendered as a result of these changes, including 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, an increase in our provision for uncollectible accounts receivable and noncompliance with reimbursement regulations. The failure to successfully implement the upgrades to the billing and collection systems and other improvements could have a material adverse effect on our revenues, cash flows and operating results.

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, including Amgen, Baxter Healthcare Corporation, NxStage Medical, Inc. and others or to which we have committed obligations to make purchases including Gambro Renal Products and Fresenius. If any of these suppliers are unable to meet our needs for the products they supply, including in the event of a product recall, or shortage, and we are not able to find adequate alternative sources, or if some of the drugs that we purchase are not reimbursed through the bundled payment rate by Medicare, our revenues, earnings and cash flows could be substantially reduced. 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 adverse patient events, 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:

- the collapse or insolvency of our insurance carriers;
- 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.

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.

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 has been in place since 2001, and which provides for cash bonuses to the employees in the event of a change of control. Based on the market price of our common stock and shares outstanding on June 30, 2011, these cash bonuses would total approximately $317 million if a change of control transaction occurred at that price and our Board of Directors did not modify this program. These change of control provisions 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 2. ***Unregistered Sales of Equity Securities and Use of Proceeds***

(c) Stock repurchases

The following table summarizes the Company's repurchases of its common stock during the second quarter of 2011:

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)
April 1-30, 2011	969,100	$87.08	969,100	$583.5
May 1-31, 2011	354,515	85.26	354,515	553.3
June 1-30, 2011	2,224,171	84.45	2,224,171	365.4
Total	3,547,786	$85.25	3,547,786	

(1) On November 3, 2010, we announced that the Board of Directors authorized an additional $800 million for share repurchases of our common stock.

This stock repurchase program has no expiration date. 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 notes.

In addition, we repurchased 84,600 shares of our common stock for $7.3 million, or an average price of $85.83 per share during the period July 1, 2011 through July 31, 2011. As a result our remaining board authorization for share repurchases as of July 31, 2011 is approximately $358.2 million.

Items 3, 4 and 5 are not applicable

Item 6. *Exhibits*

(a) Exhibits

Exhibit Number	
10.1	DaVita Inc. 2011 Incentive Award Plan.[(1)] **
10.2	Amendment No. 2 to Dialysis Organization Agreement between DaVita Inc. and Amgen USA Inc. effective as of July 1, 2011. ✓*
10.3	Form of Restricted Stock Units Agreement—Executives (DaVita Inc. 2011 Incentive Award Plan). ✓**
10.4	Form of Restricted Stock Units Agreement—Board members (DaVita Inc. 2011 Incentive Award Plan). ✓**
10.5	Form of Stock Appreciation Rights Agreement— Executives (DaVita Inc. 2011 Incentive Award Plan). ✓**
10.6	Form of Stock Appreciation Rights Agreement— Board members (DaVita Inc. 2011 Incentive Award Plan). ✓**
12.1	Ratio of earnings to fixed charges. ✓
31.1	Certification of the Chief Executive Officer, dated August 4, 2011, 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 August 4, 2011, 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 August 4, 2011, 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 August 4, 2011, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. ✓
101.INS	XBRL Instance Document. ***
101.SCH	XBRL Taxonomy Extension Schema Document. ***
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document. ***
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document. ***
101.LAB	XBRL Taxonomy Extension Label Linkbase Document. ***
101.PRE	XBRL Taxonomy Extension Presentation, Linkbase Document. ***

✓ Filed herewith.

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

** Management contract or executive compensation plan or arrangement.

*** XBRL information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities and Exchange Act of 1933, is deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, and otherwise is not subject to liability under these sections.

(1) Filed on April 27, 2011 as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A.

SIGNATURE

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

DAVITA INC.

BY: /S/ JAMES K. HILGER

James K. Hilger Chief Accounting Officer*

Date: August 4, 2011

* Mr. Hilger has signed both on behalf of the Registrant as a duly authorized officer and as the Registrant's principal accounting officer.

INDEX TO EXHIBITS

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(1) Filed on April 27, 2011 as Appendix A to the Company's Definitive Proxy Statement on Schedule 14A.

Exhibit 10.2
CONFIDENTIAL TREATMENT

[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.

AMENDMENT NO. 2 DIALYSIS ORGANIZATION AGREEMENT NO. 920110141

This Amendment No. 2 ("Amendment No. 2") to Dialysis Organization Agreement No. 920110141 is entered into effective as of July 1, 2011 ("Amendment No. 2 Effective Date") by and between Amgen USA Inc. ("Amgen"), a wholly-owned subsidiary of Amgen Inc., and DaVita Inc. ("Dialysis Center") (Amgen and Dialysis Center each a "Party" and together, the "Parties").

WHEREAS, the Parties entered into that certain Dialysis Organization Agreement No. 920110141, effective January 1, 2011 ("Agreement"); and

WHEREAS, the Parties amended the Agreement pursuant to Amendment No. 1, dated March 23, 2011 and effective March 31, 2011; and

WHEREAS, the Parties mutually desire to amend the Agreement as stated below.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the Agreement. Except as amended and supplemented hereby, all of the terms of the Agreement are incorporated herein by reference, shall continue in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 2. Amendment of the Information Sheet of the Agreement. As of the Amendment No. 2 Effective Date, the Term End Date set forth on the Information Sheet is hereby amended and restated as follows:

TERM END DATE: December 31, 2011

SECTION 3. Amendment and Restatement of Section 8.1 of the Agreement. As of the Amendment No. 2 Effective Date, Section 8.1 of the Agreement entitled "Term" is hereby amended and restated as follows:

8.1. Term. This Agreement shall come into effect as of the Term Start Date and shall expire as of the Term End Date (the "Term"), unless sooner terminated in accordance with this Section 8 or superseded and replaced by a new agreement that is executed prior to the Term End Date.

SECTION 4. Amendment and Restatement of Section 1.15 of the Agreement. As of the Amendment No. 2 Effective Date with respect to periods commencing on the Amendment No. 2 Effective Date but not periods prior to the Amendment No. 2 Effective Date, Section 1.15 of the Agreement entitled "Quarter" is hereby amended and restated as follows:

1.15 "Quarter" shall mean each calendar quarter during the Term (*i.e.*, January 1 through March 31, April 1 through June 30, July 1 through September 30 or October 1 through December 31).

SECTION 5. Amendment of Exhibit A. As of the Amendment No. 2 Effective Date, Exhibit A of the Agreement entitled "Discount Terms and Conditions" is hereby deleted from the Agreement in its entirety and is replaced with Exhibit A attached hereto as Attachment 1 to this Amendment No. 2.

Except as specifically amended herein, all general terms and conditions of the Agreement remain unchanged and in full force and effect.

The parties executed this amendment to the Agreement as of the dates set forth below.

Amgen USA Inc.

Signature: /s/ Fred Manak
Print Name: Fred Manak
Print Title: Exec Director Trade, Pricing & Contract Management
Date: 5/2/11

DaVita Inc.

Signature: /s/ Dennis L. Kogod
Print Name: Dennis L. Kogod
Print Title: Chief Operating Officer
Date: 5/2/11

Amgen Inc. agrees to be bound by certain provisions of this amendment to the Agreement as set forth herein

Amgen Inc.

Signature: /s/ Fred Manak
Print Name: Fred Manak
Print Title: Exec Director Trade, Pricing & Contract Management
Date: 5/2/11

ATTACHMENT 1

Exhibit A

Discount Terms and Conditions

1 **DEFINITIONS.** In addition to the defined terms set forth in Section 1 of this Agreement, the following terms, as used in this Exhibit A, shall have the meaning ascribed below.

Special [DELETED] *Rebate Definitions*

1.1 "[DELETED]" shall mean, at any date of determination, [DELETED] as of such date.

1.2 "Discounts" shall mean all rebates and discounts set forth in this Agreement that may be earned by the Dialysis Center Purchasers pursuant to the terms and conditions set forth in this Agreement, which shall be earned, calculated and vested as provided in this Agreement.

1.3 "[DELETED]" shall mean [DELETED] percent ([DELETED]%) [DELETED] as of May 2, 2011, which is $[DELETED] per [DELETED] units of EPOGEN, or $[DELETED].

1.4 "Special [DELETED] Rebate" shall mean the rebate described in Section 3.2 of this Exhibit A.

1.5 "Special [DELETED] Rebate Percentage" shall mean, at any date of determination, a percentage (rounded to two decimal places) to calculate any Special [DELETED] Rebate to be paid to Dialysis Center on account of [DELETED] increase for the [DELETED] during which such [DELETED] occurs, which Special [DELETED] Rebate Percentage shall equal:

$$\frac{A - B}{A} * C$$

Where

"A" equals [DELETED]

"B" equals [DELETED]

"C" equals [DELETED] ([DELETED]) minus the Discounts earned by Dialysis Center Purchasers during such [DELETED], expressed as a percentage of Qualified Gross Purchases

For example, if [DELETED] is $[DELETED], [DELETED] is $[DELETED] and the Discounts earned during the applicable [DELETED] are [DELETED]% of Qualified Gross Purchases for such [DELETED], the Special [DELETED] Rebate Percentage would be calculated as follows:

Special [DELETED] Rebate Percentage Illustration:

$$\frac{[DELETED] - [DELETED]}{[DELETED]} * ([DELETED] - Discount\ \%)$$

or

$$\frac{\$[DELETED] - \$[DELETED]}{\$[DELETED]} * ([DELETED] - [DELETED]) = [DELETED]\%$$

Quality Rebate Definitions

1.6 "Aggregate [DELETED] Than [DELETED] Baseline Performance" shall mean [DELETED]% for the period of July 1, 2011 through September 30, 2011 and [DELETED]% for the period of October 1, 2011 through December 31, 2011.

1.7 "Aggregate [DELETED] Than [DELETED] Percentage" shall mean for any [DELETED] during the Term, the percentage of Dialysis Center Purchasers' patients with hemoglobin values greater than [DELETED] g/dL calculated as set forth in Section 3.3.3 of this Exhibit A.

1.8 "Aggregate [DELETED] Than [DELETED] Baseline Performance" shall mean [DELETED]% for the period of July 1, 2011 through September 30, 2011 and [DELETED]% for the period of October 1, 2011 through December 31, 2011.

1.9 "Aggregate [DELETED] Than [DELETED] Percentage" shall mean for any [DELETED] during the Term, the percentage of Dialysis Center Purchasers' patients with hemoglobin values less than [DELETED] g/dL calculated as set forth in Section 3.3.4 of this Exhibit A.

1.10 "[DELETED] Than [DELETED] Requirement Rebate Score" shall mean for any [DELETED] in calendar year 2011, the "Earned Rebate Score" (as designated in the [DELETED] Than [DELETED] Requirement Rebate Score Table below) multiplied by [DELETED] ([DELETED]). The Earned Rebate Score shall be determined by calculating the difference between (A) the Aggregate [DELETED] than [DELETED] Percentage for such [DELETED] and (B) Aggregate [DELETED] Than [DELETED] Baseline Performance.

[DELETED] Than [DELETED] Requirement Rebate Score Table	
Aggregate [DELETED] Than [DELETED] Percentage **minus Aggregate [DELETED] Than [DELETED] Baseline Performance**	**Earned Rebate Score**
[DELETED]% and below	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% and above	[DELETED]

1.11 "[DELETED] Than [DELETED] Requirement Rebate Score" shall mean for any [DELETED] in calendar year 2011, the "Earned Rebate Score" (as designated in the [DELETED] Than [DELETED] Requirement Rebate Score Table below) multiplied by [DELETED] ([DELETED]). The Earned Rebate Score shall be determined by calculating the difference between (A) the Aggregate [DELETED] than [DELETED]

Percentage for such [DELETED] and (B) the Aggregate [DELETED] Than [DELETED] Baseline Performance.

[DELETED] Than [DELETED] Requirement Rebate Score Table	
Aggregate [DELETED] Than [DELETED] Percentage **minus Aggregate [DELETED] Than [DELETED] Baseline Performance**	**Earned Rebate Score**
[DELETED]% and below	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% - [DELETED]%	[DELETED]
[DELETED]% and above	[DELETED]

1.12 "Quality Rebate" shall mean the rebate described in Section 3.3 of this Exhibit A.

1.13 "Total Quality % Score" shall mean for any [DELETED] occurring during calendar year 2011, a percentage equal to (i) the sum of, for such [DELETED], (A) the [DELETED] Than [DELETED] Requirement Rebate Score plus (B) the [DELETED] Than [DELETED] Requirement Rebate Score, divided by (ii) [DELETED] ([DELETED]) (*i.e.,* the maximum achievable [DELETED] Than [DELETED] Requirement Rebate Score and [DELETED] Than [DELETED] Requirement Rebate Score for such [DELETED]). For the avoidance of doubt, for purposes of calculating Total Quality % Score for the Term, no Dialysis Center Purchasers which have been added or removed during the Term shall be included in the Aggregate [DELETED] than [DELETED] Percentage or the Aggregate [DELETED] than [DELETED] Percentage of such calculation and the Aggregate [DELETED] Than [DELETED] Baseline Performance and the Aggregate [DELETED] Than [DELETED] Baseline Performance shall remain unchanged.

2 **[DELETED]**. The rebates Dialysis Center may be eligible to receive as set forth in this Exhibit A are subject to the following [DELETED].

2.1 [DELETED]. The rebates set forth in this Exhibit A shall only be paid to Dialysis Center on aggregate Qualified Gross Purchases made during any [DELETED] that do not [DELETED] percent ([DELETED]%) of the aggregate Qualified Gross Purchases made in the immediately preceding [DELETED]. Such calculation shall be adjusted pursuant to Sections 2.2 and 3.4 of the Agreement to reflect any Dialysis Center Purchasers added or removed during such period and to remove from the calculation the effect of any change in [DELETED] during the relevant comparison periods.

2.2 Amgen may, in its sole discretion, determine that Dialysis Center may be eligible to receive rebates on Qualified Gross Purchases [DELETED] percent ([DELETED]%) if such Qualified Gross Purchases are predicated upon [DELETED] in actual [DELETED] and [DELETED] in the [DELETED] of [DELETED]. Amgen shall make such determination based upon a review of all relevant reports including, but not limited to: monthly forecast reports, the national accounts monthly purchase reports, historical

purchase reports, appropriate wholesaler data, and any finance reports. Such determination must be approved by Amgen's Corporate Accounts Senior Management.

3 PRODUCT REBATES

3.1 Base Rebate. Dialysis Center shall earn the Base Rebate for each [DELETED] during the Term as described below in this Section 3.1 of this Exhibit A.

3.1.1 Calculation of Base Rebate. Dialysis Center shall receive a [DELETED] percent ([DELETED]%) base rebate payment (the "Base Rebate"). The Base Rebate will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

3.1.2 Payment of Base Rebate. Amgen will pay the Base Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED].

3.1.3 Vesting of Base Rebate. The Base Rebate for a given [DELETED] shall vest on the last day of such [DELETED].

3.2 Special [DELETED] Rebate. Dialysis Center shall earn the Special [DELETED] Rebate for each [DELETED] during the Term in the manner described below in this Section 3.2 of this Exhibit A.

3.2.1 Trigger Event for Special [DELETED] Rebate. If within any [DELETED] during the Term, Amgen [DELETED] by an amount which causes [DELETED] to exceed [DELETED], then Dialysis Center Purchasers shall be entitled to the Special [DELETED] Rebate as calculated in Section 3.2.2 of this Exhibit A. The Special [DELETED] Rebate shall apply to all Qualified Gross Purchases from the date of the related [DELETED] until the date (if any) at which [DELETED] is [DELETED] to or [DELETED] during the Term.

3.2.2 Calculation of Special [DELETED] Rebate. Amgen shall determine the amount of Dialysis Center's Special [DELETED] Rebate for any [DELETED] by calculating the product of (i) Qualified Gross Purchases during such [DELETED] which purchases have been made while [DELETED] and (ii) the Special [DELETED] Rebate Percentage for such [DELETED].

3.2.3 Payment of Special [DELETED] Rebate. Amgen will pay the Special [DELETED] Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED].

3.2.4 Vesting of Special [DELETED] Rebate. The Special [DELETED] Rebate for a given [DELETED] shall vest on the last day of such [DELETED].

3.3 Quality Rebate. Dialysis Center shall earn the Quality Rebate for each [DELETED] during the Term provided Dialysis Center Purchasers meet the requirements described below in this Section 3.3 of this Exhibit A.

3.3.1 Qualification Criteria. To receive a Quality Rebate on Qualified Gross Purchases during a [DELETED], Dialysis Center Purchasers must submit all hemoglobin test results for each dialysis patient and the date of each such test, as set forth in Schedule 1 of this Agreement, from at least [DELETED] percent ([DELETED]%) of all Dialysis Center Purchasers in accordance with the submission of data requirement set forth in Section 3.4.1 of this Exhibit A; provided, however, that if such [DELETED] percent ([DELETED]%) threshold is not met in any month due to the inclusion of *de novo* facilities that have not yet treated patients and/or inactive facilities, Amgen shall

exclude any such facilities identified by Amgen and Dialysis Center from such month when calculating Dialysis Center's eligibility for the Quality Rebate at the end of each [DELETED]. For purposes of clarity, the [DELETED] percent ([DELETED]%) will not include Dialysis Center Purchasers that are acute facilities.

3.3.2 Calculation of Average Patient Hemoglobin. Each calendar month during the Term, Amgen shall determine the average hemoglobin value for each patient of Dialysis Center Purchasers by adding all hemoglobin value test results for each such patient of Dialysis Center Purchasers during each such calendar month based on the Data provided by Dialysis Center to Amgen and dividing the sum by the number of tests for the hemoglobin value of each such patient of Dialysis Center Purchasers performed by the Dialysis Center Purchasers during each such calendar month (the "Individual Patients with Hemoglobin Averages"). Each hemoglobin test for a patient must be derived from blood samples taken using any automated red blood cell counter testing method (e.g. Coulter-counter, Bayer-Technicon, Sysmex, CellDyne, etc.) given immediately prior to any dialysis treatment for such patient. Each test result must be reported to the nearest tenth of one gram per deciliter (0.1 g/dL).

3.3.3 Aggregate [DELETED] Than [DELETED] Percentage Calculation. Each [DELETED] the Aggregate [DELETED] than [DELETED] Percentage shall be calculated by adding all Individual Patients with Hemoglobin Averages in each calendar month that are greater than [DELETED] g/dL and dividing the sum by the total number of Individual Patients with Hemoglobin Averages for that calendar month (the "Monthly [DELETED] Than [DELETED] Percentage"). The Monthly [DELETED] than [DELETED] Percentage for each calendar month during a [DELETED] are then added and divided by [DELETED] ([DELETED]) to determine the "Aggregate [DELETED] Than [DELETED] Percentage" for such [DELETED].

3.3.4 Aggregate [DELETED] Than [DELETED] Percentage Calculation. Each [DELETED] the Aggregate [DELETED] than [DELETED] Percentage shall be calculated by adding all Individual Patients with Hemoglobin Averages in each calendar month that are less than [DELETED] g/dL and dividing the sum by the total number of Individual Patients with Hemoglobin Averages for that calendar month (the "Monthly [DELETED] Than [DELETED] Percentage"). The Monthly [DELETED] Than [DELETED] Percentage for each calendar month during a [DELETED] are then added and divided by [DELETED] ([DELETED] to determine the "Aggregate [DELETED] Than [DELETED] Percentage" for such [DELETED].

3.3.5 Calculation of Quality Rebate. For each [DELETED], Amgen shall calculate the amount of Dialysis Center's Quality Rebate by multiplying Qualified Gross Purchases during such [DELETED] by the applicable Quality Rebate Percentage set forth in the Quality Rebate Table below corresponding to the applicable Total Quality % Score for such [DELETED].

Quality Rebate Table	
Total Quality % Score	**Quality Rebate Percentage**
[DELETED]% - [DELETED]%	[DELETED]%
[DELETED]% - [DELETED]%	[DELETED]%
[DELETED]% - [DELETED]%	[DELETED]%
[DELETED]% - [DELETED]%	[DELETED]%
[DELETED]% and below	[DELETED]%

3.3.6 Payment of Quality Rebate. Amgen will pay the Quality Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED].

3.3.7 Vesting of Quality Rebate. The Quality Rebate for a given [DELETED] shall vest on the last day of such [DELETED].

3.4 [DELETED] Rebate. Dialysis Center shall qualify for the [DELETED] Rebate (the "[DELETED] Rebate") for a given [DELETED] provided all Dialysis Center Purchasers provide to Amgen the Data set forth in Schedule 1, and provided Dialysis Center meets the requirements described below in this Section 3.4 of this Exhibit A.

3.4.1 Submission of Data Requirement. Subject to the validity of a Certification as described in Section 4 of this Agreement, Dialysis Center Purchasers 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.

3.4.2 Calculation of [DELETED] Rebate. Provided Dialysis Center has fulfilled all requirements described in this Section 3.4 of this Exhibit A, Dialysis Center shall be eligible to receive a [DELETED] percent ([DELETED]%) [DELETED] Rebate payment. The [DELETED] Rebate will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

3.4.3 Payment of [DELETED] Rebate. The Data must be submitted, on a calendar monthly basis by the last day of the following calendar month (or the next business day if such last day is not a business day). If the Data is received after such timeframe for any month within a given [DELETED], the total Qualified Gross Purchases during such month will be excluded from the calculation of the [DELETED] Rebate for that [DELETED]. Notwithstanding the foregoing, if Amgen receives all required Data from a minimum of [DELETED] percent ([DELETED]%) of all Dialysis Center Purchasers within the time frame referenced above for any calendar month within a given [DELETED], the total Qualified Gross Purchases during such calendar month, will be included in the calculation of the [DELETED] Rebate for that [DELETED]; provided that for purposes of clarity, the [DELETED] percent ([DELETED]%) will not include Dialysis Center Purchasers that are acute facilities. Failure of Dialysis Center to qualify under this Section 3.4 of this Exhibit A 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] percent ([DELETED]%) of Dialysis Center Purchasers for any calendar month within a given [DELETED], no Qualified Gross Purchases during such calendar month will be included in the calculation of the [DELETED] Rebate for that [DELETED]; provided, however, that if such [DELETED] percent ([DELETED]%) threshold is not met in any month due to the inclusion of *de novo* facilities that have not yet treated patients and/or inactive facilities, Amgen shall exclude any such facilities identified by Amgen and Dialysis Center from such month when calculating Dialysis Center's eligibility for the [DELETED] Rebate at the end of each [DELETED]. However, if Amgen determines that any Dialysis Center Purchaser is consistently not submitting the required Data, Amgen and Dialysis Center will work collaboratively in resolving such inconsistencies. Amgen will use commercially reasonable efforts to notify Dialysis Center in writing, no later than fifteen (15) business days after the receipt and acceptance by Amgen of the Data of the identity of all Designated Affiliates and/or Designated Managed Centers, if any, which have failed to meet the Data submission requirements for that month. Amgen reserves the right, in its sole discretion, to exclude any Qualified Gross Purchases of any Designated Affiliate and/or Designated Managed Center that is consistently non-reporting from the calculation of the [DELETED] Rebate for any relevant [DELETED]. Amgen will pay such [DELETED] Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED] provided Amgen is in receipt of all Data in the form and in the time period described in Section 3.4.1 of this Exhibit A. 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 Section 4 of this Agreement) then the [DELETED] Rebate 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 thirty (30) days.

3.4.4 Vesting of [DELETED] Rebate. The [DELETED] Rebate for a given [DELETED] shall vest on the last day of such [DELETED].

3.5 [DELETED] Milestone Rebate. Dialysis Center shall qualify for the [DELETED] [DELETED] Milestone Rebate (the "[DELETED] Rebate") for each [DELETED] during the Term provided it meets the requirements described below in this Section 3.5 of this Exhibit A. The purpose of the [DELETED] Rebate is to improve the transmission, quality and validation of all Data sent from Dialysis Center to Amgen, such that the processes used by both parties are more efficient and timely.

3.5.1 Requirements. For each [DELETED] during the Term the following requirements shall be met to earn the [DELETED] Rebate:

3.5.1.1 Dialysis Center must adhere to the process for Data transmission agreed upon with Amgen following any acquisition of a facility or facilities by Dialysis Center and/or a merger of Dialysis Center.

3.5.1.2 Dialysis Center shall participate in quarterly [DELETED] meetings with Amgen to discuss the status of each project, with additional meetings as required.

3.5.1.3 Dialysis Center shall cooperate with Amgen to define roles and responsibilities, contacts, and communication escalation process.

3.5.1.4 Dialysis Center shall adhere to the process for mapping revised patient IDs to previous patient IDs whenever identification systems change.

3.5.1.5 Dialysis Center shall collaborate with Amgen to review and monitor processes to assure that submission of the Data contained in this Exhibit A meet standards for [DELETED] or [DELETED] for [DELETED] and [DELETED] submission, and the use of [DELETED] and [DELETED] for [DELETED] and [DELETED] submissions.

3.5.1.6 Dialysis Center shall use its best efforts to deliver the Data to Amgen in twenty-five (25) days or less.

3.5.1.7 Dialysis Center shall continue to collaborate with Amgen to develop business processes to re-define limits for out of limits reports and resolve unusual numbers of re-defined out-of-limits Data in submissions.

3.5.1.8 Dialysis Center shall adhere to the agreed upon process for notifying Amgen of new Dialysis Center acquisitions and de novo facilities.

3.5.1.9 To qualify for the [DELETED] Rebate during the [DELETED] and [DELETED] of 2011, Dialysis Center must achieve the goals as set forth in the plan of action attached hereto as Addendum A.

3.5.2 Calculation of [DELETED] Rebate. Provided Dialysis Center has fulfilled all requirements described in this Section 3.5 of this Exhibit A, Dialysis Center shall be eligible to receive a [DELETED] percent ([DELETED]%) [DELETED] Rebate payment. The [DELETED] Rebate will be calculated as a percentage of the Qualified Gross Purchases during each [DELETED].

3.5.3 Payment of [DELETED] Rebate. Amgen will pay the [DELETED] Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED].

3.5.4 Vesting of [DELETED] Rebate. The [DELETED] Rebate for a given [DELETED] shall vest on the last day of such [DELETED].

3.6 Project Rebate. Dialysis Center shall earn the Project Rebate for each [DELETED] during the Term provided it continues the [DELETED] and meets the requirements described below in this Section 3.6 of this Exhibit A.

3.6.1 Project Rebate Requirements. Dialysis Center shall meet the following requirements:

3.6.1.1 provide to Amgen a [DELETED] written summary report regarding related activities undertaken in the [DELETED] of 2011. Such report shall be submitted to Amgen within four (4) weeks after the end of the [DELETED] of 2011;

3.6.1.2 provide any copies of abstracts and/or manuscripts related to the [DELETED] Program at the time they were [DELETED], if permissible to [DELETED], or if not permissible, then as soon as [DELETED], if either such abstracts and/or manuscripts were [DELETED] or [DELETED] during the [DELETED] of 2011. Such documents shall be submitted to Amgen within four (4) weeks after the end of the [DELETED] of 2011;

3.6.1.3 provide to Amgen a [DELETED] written summary report regarding related activities undertaken in the [DELETED] of 2011. Such report shall be submitted to Amgen within four (4) weeks after the end of the [DELETED] of 2011;

3.6.1.4 provide any copies of abstracts and/or manuscripts related to the [DELETED] at the time they were [DELETED], if permissible to [DELETED], or if not permissible, then as soon as [DELETED], if either such abstracts and/or manuscripts were [DELETED] or [DELETED] during the [DELETED] of 2011. Such documents shall be submitted to Amgen within four (4) weeks after the end of the [DELETED] of 2011; and

3.6.1.5 participate in meetings with Amgen to discuss the status of the [DELETED].

3.6.2 Calculation of Project Rebate. Provided Dialysis Center has fulfilled all requirements described in this Section 3.6 of this Exhibit A, Amgen shall calculate the amount of Dialysis Center's Project Rebate each [DELETED] during the Term by multiplying Qualified Gross Purchases during each such [DELETED] during the Term by [DELETED] percent ([DELETED]%).

3.6.3 Payment of Project Rebate. Amgen will pay the Project Rebate within [DELETED] ([DELETED]) days after the end of the corresponding [DELETED].

3.6.4 Vesting of Project Rebate. The Project Rebate for each [DELETED] shall vest on the last day of each such [DELETED].

4 SUMMARY OF DISCOUNTS

Provided Dialysis Center has fulfilled all discount requirements and the highest levels of performance described in this Exhibit A, the total discount opportunity is as set forth in the Summary of Discounts Table below.

Summary of Discounts Table	
Invoice Discount	[DELETED]%
Base Rebate	[DELETED]%
Projects Rebate	[DELETED]%
Quality Incentive Rebate	[DELETED]%
[DELETED] Rebate	[DELETED]%
[DELETED] Rebate	[DELETED]%
Total Discount Opportunity	[DELETED]%

EXHIBIT 10.3

DaVita Inc.
Restricted Stock Units Award under
the DaVita Inc. 2011 Incentive Award Plan
- Executive Officer

Sample Example
1234 Any Street
Apt. # A
Any Town, US 12345
SSN: 123-45-6789

In recognition of your continuing contributions toward making DaVita the Greatest Dialysis Company the World has ever seen, and as a reward for your hard work and commitment to living our Mission and our Values, you (the "Grantee") have been granted this award (the "Award") of restricted stock units ("Restricted Stock Units" or "Units") under the **DaVita Inc. 2011 Incentive Award Plan (the "Plan").** This Award represents your right to receive shares of common stock of DaVita Inc. (the "Company"), subject to your fulfillment of the vesting conditions set forth in this agreement (the "Agreement").

The terms of your Award are as set forth in this Agreement and in the Plan. The Plan is incorporated into this Agreement by reference, which means that this Agreement is limited by and subject to the terms of the Plan. In the event of a conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan will control. Capitalized terms that are used here but that are not defined in this Agreement have the meanings given to them in the Plan. The most important terms of the Award are summarized as follows:

1. **Award Date:** _____
2. **Number of Units:** 5,000
3. **Vesting Schedule:** 1,250 on 07/01/2012
   1,250 on 07/01/2013
   1,250 on 07/01/2014
   1,250 on 07/01/2015

The terms set forth above, together with the terms and conditions attached, constitute one agreement.

Note: Please mark and initial any correction to the Name, SSN and/or Address shown on this page before returning a signed copy of this agreement to the Stock Plan Administrator.

4. Conversion of Restricted Stock Units and Stock Issuance. Upon each vesting date of the Award (each, a "Vesting Date"), one share of Common Stock will become issuable to you for each Restricted Stock Unit that vests on such Vesting Date (the "Shares"). After the Vesting Date, the Company will issue the Shares to you, after reducing the Shares by a number of shares (if any) that are sold to satisfy your tax withholding obligations. No fractional shares will be issued under this Agreement, even though such fractions may result if a portion of a share must be sold to pay your withholding taxes.

5. Termination of Employment. You must be an employee of the Company on a Vesting Date in order to receive the Shares then vesting. Thus, Restricted Stock Units will not continue to vest if your employment terminates for any reason (voluntary or involuntary), including in the event you die, become disabled, retire, or change status to that of an independent contractor. In those circumstances, you will forfeit your right to any Restricted Stock Units that would otherwise vest after the date on which your employment is terminated. For all purposes under this Agreement and the Award, employment by the Company shall include employment by the Company or any subsidiary thereof.

6. Right to Shares. You will not have any right to the Shares subject to your Award until they are actually issued to you.

7. Taxes.

(a) Generally. You are ultimately liable and responsible for all taxes owed in connection with the Award, regardless of any action the Company or any of its subsidiaries or affiliates takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any of its subsidiaries or affiliates makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant or vesting of the Award or the subsequent sale of Shares issuable pursuant to the Award. The Company and its subsidiaries and affiliates do not commit and are under no obligation to structure the Award to reduce or eliminate your tax liability. As a condition and term of this Award, no election under 83(b) of the United States Internal Revenue Code may be made by you or any other person with respect to all or any portion of the Award.

(b) Payment of Withholding Taxes. Prior to any event in connection with the Award (e.g., vesting) that the Company determines may result in any domestic or foreign tax withholding obligation, whether national, federal, state or local, including any social tax obligation (the "Tax Withholding Obligation"), you must arrange for the satisfaction of the minimum amount of such Tax Withholding Obligation in a manner acceptable to the Company. You may choose to satisfy your tax obligation in either of the following manners:

(i) *By Sale of Shares.* **Unless you choose to satisfy the Tax Withholding Obligation by some other means in accordance with clause (ii) below, your acceptance of this Award constitutes your instruction and authorization to the Company and any brokerage firm determined acceptable to the Company for such purpose to withhold or sell on your behalf a whole number of Shares from those Shares issuable to you as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the Tax Withholding Obligation.** Such Shares will be sold on the day the tax Withholding Obligation arises (e.g., a Vesting Date) or as soon thereafter as practicable. You will be responsible for all broker's fees and other costs of sale, and you agree to indemnify and hold the Company and its subsidiaries and affiliates harmless from any losses, costs, damages, or expenses relating to any such sale. To the extent the proceeds of such sale exceed your Tax Withholding Obligation, the Company agrees to pay such excess in cash to you through payroll or otherwise as soon as practicable. You acknowledge that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy your Tax Withholding Obligation. Accordingly, you agree to pay to the Company or any of its subsidiaries or affiliates as soon as practicable, including through additional payroll withholding, any amount of Tax Withholding Obligation that is not satisfied by the sale of Shares described above.

(ii) *By Check, Wire Transfer or Other Means.* At any time not less than ten (10) business days before any Tax Withholding Obligation arises (e.g., a Vesting Date), you may notify the Company of your intent to make a separate cash payment to satisfy your Tax Withholding Obligation. If you elect to satisfy your Tax Withholding Obligation in this manner, you will be asked to remit to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation within ten (10) business days after the Vesting Date by (a) delivery of a certified check payable to the Company, attn: Dan Chandler, Manager, Stock Plan Administration, P.O Box 2076, Tacoma, Washington 98401-2076, or such other address as the Company may from time to time direct, (b) wire transfer to such account as the Company may direct, or (c) such other means as the Company may establish or permit. If you do not remit this amount to the Company within twenty (20) business days after the Vesting Date, the Company reserves the right to satisfy your Tax Withholding Obligation in the manner set out under paragraph (i) above in its sole discretion.

(c) Right to Retain Shares. The Company will have the right to defer the issuance of any Shares to you until you satisfy the Tax Withholding Obligation.

8. Assignment. Your interest in this Award may not be assigned or alienated, whether voluntarily or involuntarily.

9. Meaningful Reduction in Responsibilities. If there is a meaningful reduction, determined in the Company's sole discretion, in both your duties and responsibilities and the level of your regular cash compensation for an extended or indefinite period of time, the Company reserves the right to unilaterally revoke some or all of the unvested portion of this Award.

10. Clawback Provision. Notwithstanding any other provision in this Agreement to the contrary, you shall be subject to the written policies of the Company's Board of Directors applicable to Company executives, including without limitation any Board policy relating to recoupment or "clawback" of compensation arising from this Award, as they exist from time to time during your employment by the Company and thereafter.

11. Amendments. Except as provided in Section 9, this Agreement and the Award may be amended only by means of a written document signed by both you and the Company.

12. Change of Control of the Company. Under certain circumstances, if the Company is sold, your entire Award will vest immediately. The specific rules regarding the circumstances in which full vesting would occur are contained in an exhibit to this Agreement.

13. Non-Competition/Non-Solicitation/Non-Disclosure

(a) You acknowledge and recognize the highly competitive nature of the business of the Company and accordingly agree that while you are an employee of the Company and for the one-year period following termination of such relationship for any reason (whether voluntary or involuntary), you will not directly or indirectly

(i) as an employee, director, principal or shareholder of, independent contractor or consultant to, or equity participant in, member of the board of directors of, or in any other manner, provide any services to any individual, firm, partnership, joint venture, association, corporation, limited liability company, independent practice association, management services organization or other organization, entity, or enterprise (a "Person") other than the Company that engages in activities that are competitive with activities in which the Company or any of its subsidiaries or affiliates are engaged, including providing dialysis, dialysis-related or vascular access services, nephrology practice management, pharmaceuticals related to dialysis, kidney disease management services, home infusion therapy or direct primary care, anywhere in the world (the "Territory");

(ii) own, manage, control, operate, invest in, acquire an interest in, or otherwise engage in, act for, or act on behalf of any Person other than the Company that engages in activities that are competitive with activities in which the Company or any of its subsidiaries or affiliates are engaged, including providing dialysis, dialysis-related or vascular access services, nephrology practice management, pharmaceuticals related to dialysis, kidney disease management services, home infusion therapy or direct primary care, anywhere in the Territory;

(iii) be an officer, director, consultant, partner, employee, creditor, agent, trustee, independent contractor, or advisor on a paid or unpaid basis of any Person that has been a supplier to or client of the Company or any of its subsidiaries or affiliates;

(iv) be an officer, director, consultant, partner, owner, employee, creditor, agent, trustee, independent contractor, or advisor on a paid or unpaid basis of any physician group or physician partners who provide nephrology-related services;

(v) (x) directly or indirectly induce any employee of the Company, its subsidiaries or affiliates, or any physician with privileges at a facility owned by the Company, its subsidiaries or affiliates to (A) engage in any activity that you have agreed to refrain from pursuant to (i)-(iv) above or (B) terminate his or her relationship with the Company or any of its subsidiaries or affiliates or (y) directly or indirectly employ, or offer employment to or other similar arrangement with, any person who is or was during the period of your employment or consulting or advisory relationship with the Company, or was beforehand, employed or engaged by the Company or its subsidiaries or affiliates, including but not limited to a medical director of a facility owned or operated by the Company or its subsidiaries or affiliates, or a physician with admitting privileges at a facility owned, operated or managed by the Company or one of its subsidiaries or affiliates, or

(vi) take any action that results, or might reasonably result in any of the foregoing.

You acknowledge and agree that the geographical limitation and duration of this covenant not to compete are reasonable. You agree that the services you are providing or are contemplated to be provided in the future to the Company are not limited in geographic scope and that you will have an impact on every location where the Company or its subsidiaries or affiliates currently conduct business as well as areas anywhere in the world where the Company, directly or indirectly through subsidiaries or affiliates, has or may consider engaging in business. In particular, you acknowledge that as part of your services to the Company you may have been, and are expected to be in the future, involved with operations or activities, including prospective operations or activities, in various places around the world. Therefore, you acknowledge and agree that, like your services to the Company and its subsidiaries and affiliates, this covenant cannot be limited to any particular country or geographic region.

(b) In addition, you agree not to disclose or use for your own benefit or purposes or for the benefit or purposes of any Person other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development, programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company or any of its subsidiaries or affiliates ("Information"); provided, however, the foregoing shall not apply to (i) Information which is not unique to the Company or any of its subsidiaries or affiliates, or (ii) Information which is generally known to the industry or the public other than as a result of your breach of this covenant, or (iii) disclosure that is required by any applicable law, rule or regulation. If you receive such a request to produce Information in your possession, you shall provide the Company reasonable advance notice, in writing, prior to producing said Information, so as to give the Company reasonable time to object to your producing said Information. You also agree that you will not become employed by or enter into service with any Person other than the Company and any of its subsidiaries or affiliates in which you will be obligated to disclose or use any Information, or where such disclosure would be inevitable because of the nature of the position.

(c) If, at any time (a) while you are an employee of the Company or any of its subsidiaries or affiliates or (b) within one (1) year after termination of your employment with the Company for any reason (whether voluntary or involuntary), whichever is the latest, you (i) breach the non-competition provision of Section 13(a), (ii) breach the non-solicitation provision of Section 13(a), (iii) breach the non-disclosure provision of Section 13(b), (iv) are convicted of a felony, (v) have been adjudicated by a court of competent jurisdiction of having committed an act of fraud or dishonesty resulting or intending to result directly or indirectly in personal enrichment at the expense of the Company or any of its subsidiaries or affiliates, or (vi) are excluded from participating in any federal health care program, then (1) this Agreement and the Award shall terminate effective on the date on which you enter into such activity, and (2) the Company may seek temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any breach of this Agreement without the necessity of proving actual damages or posting a bond or other security (which you hereby agree to) and/or an order requiring you to pay the Company any value, gain or other consideration received or realized by you as a result of this Award or any of the Shares received pursuant to the Award .

14. Section 409A of the Code. This Agreement and the Award are intended to meet the requirements of Section 409A of the Code, and shall be interpreted and construed consistent with that intent. Notwithstanding any other provisions of this Agreement, to the extent that the right to any issuance of Shares or payment to you hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the issuance or payment shall be made in accordance with the following:

If you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of your "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code (the "Separation Date"), then no such issuance of Shares or payment shall be made during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of your death, if the earlier making of such issuance of Shares or payment would result in tax penalties being imposed on you under Section 409A of the Code. The amount of any issuance of Shares or payment that would otherwise be made during this period shall instead be made on the first business day following the date that is six months following the Separation Date or, if earlier, the date of your death.

15. Execution of Award Agreement. This Agreement and the Award may be considered null and void at the discretion of the Company if a signed copy is not returned to the Stock Plan Administrator for the Company **no later than 120 days from the Award Date.**

In Witness Whereof, the Company and the Grantee have executed this Agreement as of the date first written above.

Grantee	**Company**
_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Division/Department	Division/Department

EXHIBIT

Events Causing Full Vesting Awards

In the event that either (i) in connection with a "Change of Control" (defined below), the "Acquiror" (defined below) fails to assume, convert or replace this Award, or (ii) your employment is terminated within the twenty-four (24) month period following a Change of Control by the Company (or the Acquiror) other than for "Cause" (defined below) or, if applicable, by you in accordance with the termination for "Good Reason" provisions of your employment agreement, if any, then, in any such case, this Award shall automatically vest and become immediately exercisable in its entirety, such vesting to be effective as of immediately prior to the effective date of the Change of Control in the case of (i), and as of the date of termination of your employment in the case of (ii).

"Change of Control" means:

(i) any transaction or series of transactions in which any person or group (within the meaning of Rule 13d-5 under the Exchange Act and Sections 13(d) and 14(d) under 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 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 the Company (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation), or

(ii) any merger or consolidation or reorganization in which the Company does not survive, or

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

(iv) any transaction in which more than 50% of the Company's assets are sold;

provided, however, that no transaction contemplated by clauses (i) through (iv) above shall constitute a Change of Control if both (x) the person acting as the Chief Executive Officer of the Company for the six months prior to such transaction becomes the Chief Executive Officer or the Executive Chairman of the Board of Directors of the entity that has acquired control of the Company as a result of such transaction (the "Acquiror") immediately after such transaction and remains the Chief Executive Officer or Executive Chairman of the Board of Directors for not less than one year following the transaction and (y) a majority of the Acquiror's board of directors immediately after such transaction consist of persons who were directors of the Company immediately prior to such transaction. For purposes of the Agreement,

"Cause" means: (1) a material breach by you of your duties and responsibilities which do not differ in any material respect from your duties and responsibilities during the ninety (90) day period immediately prior to a Change of Control (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on your part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (2) willful misconduct or gross negligence which results in material harm to the Company; or (3) your conviction of, or a plea of *nolo contendere* by you, to a felony or other crime involving fraud or dishonesty; or (4) willful violation of Company policies which results in material harm to the Company.

EXHIBIT 10.4

DaVita Inc.
Restricted Stock Units Award under
the DaVita Inc. 2011 Incentive Award Plan
- Board of Directors

Sample Example
1234 Any Street
Apt. # A
Any Town, US 12345

SSN: 123-45-6789

In recognition of your service to the Board of Directors of DaVita Inc., you (the "Grantee") have been granted this award (the "Award") of restricted stock units ("Restricted Stock Units" or "Units") under the **DaVita Inc. 2011 Incentive Award Plan (the "Plan").** This Award represents your right to receive shares of common stock of DaVita Inc. (the "Company"), subject to your fulfillment of the conditions set forth in this agreement (the "Agreement"). Your Award is fully vested upon grant for Board service performed through the Award Date shown below. However, your receipt of the shares underlying this award is automatically irrevocably deferred until the date(s) set forth in the Share Issuance Schedule shown below.

The terms of your Award are as set forth in this Agreement and in the Plan. The Plan is incorporated into this Agreement by reference, which means that this Agreement is limited by and subject to the terms of the Plan. In the event of a conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan will control. Capitalized terms that are used here but that are not defined in this Agreement have the meanings given to them in the Plan. The most important terms of the Award are summarized as follows:

1. **Award Date:** _____
2. **Number of Units:** 5,000
3. **Share Issuance Schedule:** 5,000 on 7/1/2012

The terms set forth above, together with the terms and conditions attached, constitute one agreement.

Note: Please mark and initial any correction to the Name, SSN and/or Address shown on this page before returning a signed copy of this agreement to the Stock Plan Administrator.

4. Stock Issuance Pursuant to Restricted Stock Units. Upon each date in the Share Issuance Schedule shown above, (each, an "Issuance Date"), a number of shares of Common Stock (the "Shares") equal to the number of Units shown for such date in the Share Issuance Schedule will become issuable to you. On or soon after the Issuance Date, but in no event later than the 15th day of the third calendar month following the Share Issuance Date, the Company will issue the Shares to you.

5. Termination of Service. In the event you die prior to an Issuance Date, the Company will issue the Shares for any Units that remain unissued at that time to your estate.

6. Assignment. Your interest in this Award may not be assigned or alienated, whether voluntarily or involuntarily.

7. Amendments. This Award may be amended only by means of a written document signed by both you and the Company.

8. Right to Shares. You will not have rights to any dividends on or voting rights with respect to the Shares subject to your Award until the Shares are actually issued to you.

9. Change of Control of the Company. Under certain circumstances, if the Company undergoes a Change of Control, as defined in Exhibit A, all Shares subject to your Award will become immediately issuable to you. The specific rules regarding the circumstances in which Share issuance would be accelerated are contained in an exhibit to this Agreement.

10. Clawback Provision. Notwithstanding any other provision in this Agreement to the contrary, you shall be subject to the written policies of the Company's Board of Directors applicable to members of the Board, including without limitation any Board policy relating to recoupment or "clawback" of compensation arising from this Award, as they exist from time to time during your service on the Board and thereafter.

11. Confidentiality. You shall not at any time disclose or use for your direct or indirect personal benefit or purposes or for the benefit or purposes of any person, firm, partnership, joint venture, association, corporation, or other business organization, entity or enterprise other than the Company or any of its subsidiaries or affiliates (whether during or after the termination of your membership on the Board of Directors of the Company), any trade secret, information, data or other confidential information relating to customers, development programs, costs, marketing plans, acquisitions and investments, sales activities, promotions, credit and financial data, financing methods, plans of the business and affairs of the Company generally, or any of its subsidiaries or affiliates; provided, however, that the foregoing shall not apply to (i) information which is not unique to the Company or which is generally known to the industry or the public other than as a result of your breach of this Section 10 or (ii) disclosure that is required by any applicable law, rule or regulation (including compliance with any oral or written interrogatories or requests for information or documents pursuant to any subpoena or in connection with discovery proceedings in any litigation or similar process to which you may be subject); provided, however, that you shall provide the Company with at least ten (10) days' advance written notice of the legal requirement to disclose prior to disclosure and assist DaVita as requested in obtaining a protective order or other similar relief.

12. Non-Solicitation. You agree that while you are a member of the Company's Board of Director's and for the one-year period following termination of such relationship, you will not (a) directly or indirectly induce any employee of the Company, its affiliates or its subsidiaries to terminate his or her relationship with the Company or any of its affiliates or subsidiaries or (b) take any action that results, or might reasonably result in any of the foregoing. If you breach this provision, then (1) this Agreement shall terminate effective on the date on which you enter into such activity and (2) the Company may seek temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any breach of this Agreement without the necessity of proving actual damages or posting a bond or other security (which you hereby agree to) and/or an order requiring you to repay the Company any consideration received by you as a result of this Award under this Agreement.

13. Execution of Award Agreement. This Agreement and the Award may be considered null and void at the discretion of the Company if a signed copy is not returned to the Stock Plan Administrator for the Company by **no later than 120 days from the Award Date.**

In Witness Whereof, the Company and the Grantee have executed this Agreement as of the date first written above.

Grantee	**Company**
Sample Example	**Kim M. Rivera** V.P., General Counsel & Secretary

EXHIBIT

Events Causing Immediate Issuance of Shares under Award

In the event that either (i) in connection with a "Change of Control" (defined below), the "Acquiror" (defined below) fails to assume, convert or replace this Award, or (ii) your Board service is terminated within the twenty-four (24) month period following a Change of Control by the Company (or the Acquiror) other than for "Cause" (defined below), then, in any such case, all Shares subject to this Award shall automatically become immediately issuable to you effective as of immediately prior to the effective date of the Change of Control in the case of (i), and as of the date of termination of your service in the case of (ii).

"Change of Control" means:

(i) any transaction or series of transactions in which any person or group (within the meaning of Rule 13d-5 under the Exchange Act and Sections 13(d) and 14(d) under 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 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 the Company (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation), or

(ii) any transaction in which assets representing more than 50% of the total gross fair market value of the Company's assets are sold;

provided, however, that no transaction contemplated by clauses (i) through (ii) above shall constitute a Change of Control if both (x) the person acting as the Chief Executive Officer of the Company for the 6 months prior to such transaction becomes the Chief Executive Officer or the Executive Chairman of the Board of Directors of the entity that has acquired control of the Company as a result of such transaction (the "Acquiror") immediately after such transaction and remains the Chief Executive Officer or Executive Chairman of the Board of Directors for not less than one year following the transaction and (y) a majority of the Acquiror's board of directors immediately after such transaction consist of persons who were directors of the Company immediately prior to such transaction.

"Cause" will mean: (1) a material breach by you of your duties and responsibilities to the extent that they do not differ in any material respect from your duties and responsibilities during the ninety (90)-day period immediately prior to a Change in Control (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on your part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (2) willful misconduct or gross negligence which results in material harm to the Company; (3) your conviction of, or a plea of *nolo contendere* by you, to a felony or other crime involving fraud or dishonesty; or (4) willful violation of Company policies which results in material harm to the Company.

EXHIBIT 10.5

DaVita Inc.
Stock Appreciation Rights Agreement under the
DaVita Inc. 2011 Incentive Award Plan
- Executive Officer

Primary Terms

Grantee: **Sample Example**

SSN: 123-45-6789

Address: 1234 Any Street
Apt. # A
Any Town, US 12345

Grant Date: _____

Base Shares: 2,000

Base Price per Share: $80.0000

Expiration Date: [5 years from grant date]

Plan Name: 2011 Incentive Award Plan

Plan ID#: 2011

Vesting Schedule: SSAR 48 Month Spread

500 on 07/01/2012
125 on 10/01/2012
125 on 01/01/2013
125 on 04/01/2013
125 on 07/01/2013
125 on 10/01/2013
125 on 01/01/2014
125 on 04/01/2014
125 on 07/01/2014
125 on 10/01/2014
125 on 01/01/2015
125 on 04/01/2015
125 on 07/01/2015

The terms set forth above, together with the terms and conditions attached, constitute one agreement.

Note: Please mark and initial any correction to the Name, SSN and/or Address shown on this page before returning a signed copy of this agreement to the Stock Plan Administrator.

This **Stock Appreciation Rights Agreement** is dated as of ("Grant Date") by and between DaVita Inc., a Delaware corporation ("Company") and **Sample Example** ("Grantee") pursuant to the **DaVita Inc. 2011 Incentive Award Plan** ("Plan"). Capitalized terms that are used but not defined in this document shall have the meanings set forth in the Plan.

1. Grant of SAR.

The Company hereby grants to the Grantee the right ("SAR") to receive with respect to all or any portion of **2,000** shares ("Base Shares") of the common stock of the Company ("Common Stock") a number of shares ("Gain Shares") of Common Stock with a Fair Market Value equal to the amount by which the Fair Market Value of one share of Common Stock on the date on which the SAR is exercised exceeds a base price of **$80.0000** per share ("Base Price").

2. Term of SAR.

(a) This SAR shall be effective for the period ("Term") from the Grant Date shown above through **[July 1, 2016]** ("Expiration Date").

(b) In the case of the termination of the Grantee's employment with the Company for any reason (whether voluntary or involuntary) ("Severance"), the following rules shall apply in determining the date on which the SAR shall terminate.

(i) If the Grantee dies while employed by the Company or during the three (3) month period immediately subsequent to his or her Severance, the SAR shall terminate one (1) year from the date of the Severance.

(ii) If the Grantee was disabled (within the meaning of Section 22(e)(3) of the Code) at the time of his or her Severance, the SAR shall terminate one (1) year following the Severance.

(iii) In all other cases, the SAR shall terminate three (3) months following the Severance.

(iv) Notwithstanding the foregoing, the SAR shall terminate no later than the Expiration Date, regardless of whether or not Grantee remains in the employ of the Company.

(c) If the Grantee is transferred between the Company and a subsidiary thereof, or vice versa, or between subsidiaries, Severance shall not be deemed to have occurred.

(d) If there is a meaningful reduction, determined in the Company's sole discretion, in both the Grantee's duties and responsibilities and the level of the Grantee's regular cash compensation for an extended or indefinite period of time, the Company reserves the right to unilaterally revoke some or all of the unvested portion of the SAR.

3. Exerciseability.

(a) The Base Shares subject to this SAR shall become exerciseable ("vest") on the dates indicated under the Vesting Schedule table above such that this SAR shall be fully exerciseable on the last date listed on such table; provided, however, that such vesting shall cease at the time of Grantee's Severance.

(b) These installments shall be cumulative, so that this SAR may be exercised as to any or all of the Base Shares covered by an installment at any time or times after the installment becomes vested and until this SAR terminates.

(c) The foregoing notwithstanding, in the event that either (i) in connection with a "Change of Control" (defined below), the "Acquiror" (defined below) fails to assume, convert or replace this SAR, or (ii) the Grantee's employment is terminated within the twenty-four (24) month period following a Change of Control by the Company (or the Acquiror) other than for "Cause" (defined below) or, if applicable, by the Grantee in accordance with the termination for "Good Reason" provisions of the Grantee's employment agreement, if any, then, in any such case, this SAR shall automatically vest and become immediately exerciseable in its entirety, such vesting to be effective as of immediately prior to the effective date of the Change of Control in the case of (i), and as of the date of termination of the Grantee's employment in the case of (ii). For purposes of this agreement, a "Change of Control" is defined herein as (i) any transaction or series of transactions in which any person or group (within the meaning of Rule 13d-5 under the Exchange Act and Sections 13(d) and 14(d) under 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 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 the Company (including any transaction in which the Company becomes a wholly-owned or majority-owned subsidiary of another corporation), or (ii) any merger or consolidation or reorganization in which the Company does not survive, or (iii) any merger or consolidation in which the Company survives, but the shares of the Company's Common Stock outstanding immediately prior to such merger or consolidation represent 50% or less of the voting power of the Company after such merger or consolidation, or (iv) any transaction in which more than 50% of the Company's assets are sold, provided, however, that no transaction contemplated by clauses (i) through (iv) above shall constitute a Change of Control if both (x) the person acting as the Chief Executive Officer of the Company for the six months prior to such transaction becomes the Chief Executive Officer or Executive Chairman of the Board of Directors of the entity that has acquired control of the Company as a result of such transaction (the "Acquiror") immediately after such transaction and remains the Chief Executive Officer or Executive Chairman of the Board of Directors for not less than one year following the transaction and (y) a majority of the Acquiror's board of directors immediately after such transaction consist of persons who were directors of the Company immediately prior to such transaction. For purposes of this Agreement, "Cause" means: (1) a material breach by the Grantee of those duties and responsibilities of the Grantee which do not differ in any material respect from the duties and responsibilities of the Grantee during the ninety (90) day period immediately prior to a Change in Control (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on the Grantee's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (2) willful misconduct or gross negligence which results in material harm to the Company; or (3) the conviction of the Grantee of, or a plea of *nolo contendere* by the Grantee to, a felony or other crime involving fraud or dishonesty; or (4) willful violation of Company policies which results in material harm to the Company.

(d) Except as otherwise provided for herein, the Grantee's Severance (whether by reason of death or otherwise) shall not accelerate the number of Base Shares with respect to which an SAR may be exercised.

4. Method of Exercising.

This SAR may be exercised by the Grantee upon delivery of the following documents to the Company at its principal executive offices, or as otherwise required in accordance with a broker-assisted cashless exercise program:

(a) Written notice, in the form of a completed exercise election form, specifying the number of Base Shares with respect to which the SAR is being exercised;

(b) Such agreements or undertakings that are required by the Committee pursuant to the Plan; and

(c) Provision for the payment of any taxes (including withholding taxes) which may be required by the Committee.

5. Settlement of SAR.

Upon exercise of the SAR, in whole or in part, the Company shall:

(a) provide for the registration in book-entry form for the Grantee's benefit of the Gain Shares (rounded down to the nearest whole number, and which may be reduced by any Gain Shares required to be withheld or sold on behalf of the Grantee to satisfy tax withholding requirements), or

(b) deliver to the Grantee a stock certificate representing the Gain Shares (rounded down to the nearest whole number, and which may be reduced by any Gain Shares required to be withheld or sold on behalf of the Grantee to satisfy tax withholding requirements).

6. Clawback Provision.

Notwithstanding any other provision in this agreement to the contrary, Grantee shall be subject to the written policies of the Company's Board of Directors applicable to Company executives, including without limitation any Board policy relating to recoupment or "clawback" of compensation arising from exercise of this SAR, as they exist from time to time during the Grantee's employment by the Company and thereafter.

7. Assignments.

(a) This SAR shall be exercisable only by the Grantee during the Grantee's lifetime, provided that in the event of the death of the Grantee while employed by the Company or during the three (3) month period immediately subsequent to his or her Severance, this SAR may be exercised by any of the Grantee's executor, heirs or administrator to whom this SAR may have been assigned or transferred as provided in Section 7(b) below.

(b) The rights of the Grantee under this SAR may not be assigned or transferred except by will or by the laws of descent and distribution.

8. No Rights as a Stockholder.

The Grantee shall have no rights as a stockholder of any Base Shares or Gain Shares unless and until the Gain Shares are issued to Grantee upon the exercise of the SAR.

9. Interpretation of SAR.

(a) This SAR is granted under the provisions of the Plan and shall be interpreted in a manner consistent with it.

(b) Any provision in this SAR inconsistent with the Plan shall be superseded and governed by the Plan.

(c) For all purposes under this SAR, employment by the Company shall include employment by the Company or any subsidiary thereof.

10. Restrictions on Transfer of Shares.

The Grantee acknowledges that any Gain Shares issued upon exercise of this SAR may be subject to such restrictions on transfer as the Company may deem necessary to comply with all applicable state and federal securities laws and regulations.

11. Amendments.

Except as provided in Section 2(d) above, this SAR may be amended at any time with the consent of the Company and the Grantee.

12. Non-Competition/Non-Solicitation/Non-Disclosure.

(a) The Grantee acknowledges and recognizes the highly competitive nature of the business of the Company and accordingly agrees that while Grantee is an employee of the Company and for the one-year period following termination of such relationship for any reason (whether voluntary or involuntary), the Grantee will not directly or indirectly

(i) as an employee, director, principal or shareholder of, independent contractor or consultant to, or equity participant in, member of the board of directors of, or in any other manner, provide any services to any individual, firm, partnership, joint venture, association, corporation, limited liability company, independent practice association, management services organization or other organization, entity or enterprise (a "Person") other than the Company that engages in activities that are competitive with activities in which the Company or any of its subsidiaries or affiliates are engaged, including providing dialysis, dialysis-related or vascular access services, nephrology practice management, pharmaceuticals related to dialysis, kidney disease management services, home infusion therapy or direct primary care, anywhere in the world (the "Territory");

(ii) own, manage, control, operate, invest in, acquire an interest in, or otherwise engage in, act for, or act on behalf of any Person other than the Company that engages in activities that are competitive with activities in which the Company or any of its subsidiaries or affiliates are engaged, including providing dialysis, dialysis-related or vascular access services, nephrology practice management, pharmaceuticals related to dialysis, kidney disease management services, home infusion therapy or direct primary care, anywhere in the Territory;

(iii) be an officer, director, consultant, partner, employee, creditor, agent, trustee, independent contractor, or advisor on a paid or unpaid basis of any Person that has been a supplier to or client of the Company or any of its subsidiaries or affiliates;

(iv) be an officer, director, consultant, partner, owner, employee, creditor, agent, trustee, independent contractor, or advisor on a paid or unpaid basis of any physician group or physician partners who provide nephrology-related services;

(v) (x) directly or indirectly induce any employee of the Company, its subsidiaries or affiliates, or any physician with privileges at a facility owned by the Company, its subsidiaries or its affiliates to (A) engage in any activity that Grantee has agreed to refrain from pursuant to (i)-(iv) above or (B) terminate his or her relationship with the Company or any of its subsidiaries or affiliates or (y) directly or indirectly employ, or offer employment to or other similar arrangement with, any Person who is or was during the period of the Grantee's employment or consulting or advisory relationship with the Company, or was beforehand, employed or engaged by the Company or its subsidiaries or affiliates, including but not limited to a medical director of a facility owned or operated by the Company, its subsidiaries or affiliates, or a physician with admitting privileges at a facility owned, operated or managed by the Company or one of its subsidiaries or affiliates, or

(vi) take any action that results, or might reasonably result in any of the foregoing.

The Grantee acknowledges and agrees that the geographical limitation and duration of this covenant not to compete are reasonable. The Grantee agrees that the services being provided or to be provided by the Grantee to the Company are not limited in geographic scope and that Grantee will have an impact on every location where the Company or its subsidiaries or affiliates currently conducts business as well as areas anywhere in the world where the Company or its subsidiaries or affiliates has or may consider engaging in business. In particular, the Grantee acknowledges that as part of the services being provided by Grantee to the Company Grantee may have been, and is expected to be in the future, involved with operations or activities, including prospective operations or activities, in various places around the world. Therefore, the Grantee acknowledges and agrees that, like the services being provided or to be provided by the Grantee to the Company and its subsidiaries and affiliates, this covenant cannot be limited to any particular country or geographic region.

(b) In addition, Grantee agrees not to disclose or use for his or her own benefit or purposes or for the benefit or purposes of any Person other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development, programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, financing methods, plans, or the business and affairs of the Company or any of its subsidiaries or affiliates ("Information"); provided, however, the foregoing shall not apply to (i) Information which is not unique to the Company or any of its subsidiaries or affiliates, or (ii) Information which is generally known to the industry or the public other than as a result of the Grantee's breach of this covenant, or (iii) disclosure that is required by any applicable law, rule or regulation. If Grantee receives such a request to produce Information in his or her possession, Grantee shall provide the Company reasonable advance notice, in writing, prior to producing said Information, so as to give the Company reasonable time to object to Grantee producing said Information. Grantee also agrees that Grantee will not become employed by or enter into service with any Person other than the Company and any of its subsidiaries or affiliates in which Grantee will be obligated to disclose or use any Information, or where such disclosure would be inevitable because of the nature of the position.

(c) If, at any time within (a) the Term of this SAR, or (b) one (1) year after termination of Grantee's employment with the Company for any reason (whether voluntary or involuntary), whichever is the latest, Grantee (i) breaches the non-competition provision of Section 12(a), (ii) breaches the non-solicitation provision of Section 12(a), (iii) breaches the non-disclosure provision of Section 12(b), (iv) is convicted of a felony, (v) has been adjudicated by a court of competent jurisdiction of having committed an act of fraud or dishonesty resulting or intending to result directly or indirectly in personal enrichment at the expense of the Company or any of its subsidiaries or affiliates, or (vi) is excluded from participating in any federal health care program, then (1) this SAR shall terminate effective on the date on which Grantee enters into such activity and (2) the Company may seek temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any breach of this Agreement without the necessity of proving actual damages or posting a bond or other security (which Grantee hereby agrees to) and/or an order requiring Grantee to repay the Company any gain realized by Grantee from exercising all or a portion of this Grant.

This agreement may be considered null and void at the discretion of the Company if a signed copy is not returned to the Stock Plan Administrator for the Company **no later than 120 days from the Grant Date.**

In Witness Whereof, the Company and the Grantee have executed this SAR effective as of the date first written above.

Grantee	**Company**
Printed Name	Printed Name
Signature	Signature
Title	Title
Division/Department	Division/Department

EXHIBIT 10.6

DaVita Inc.
Stock Appreciation Rights Agreement under the
DaVita Inc. 2011 Incentive Award Plan
- Board of Directors

Primary Terms

Grantee:	**Sample Example**
SSN:	123-45-6789
Address:	1234 Any Street Apt. #A Any Town, US 12345
Grant Date:	_____
Base Shares Granted:	12,000
Base Price per Share:	$80.0000
Expiration Date:	[5 years from grant date]
Plan Name:	2011 Incentive Award Plan
Plan ID#:	2011
Vesting Schedule:	100% after 1 year
	12,000 on 06/06/2012

The terms set forth above, together with the terms and conditions attached, constitute one agreement.

Note: Please mark and initial any correction to the Name, SSN and/or Address shown on this page before returning a signed copy of this agreement to the Stock Plan Administrator.

This **Stock Appreciation Rights Agreement** is dated as of ("Grant Date") by and between DaVita Inc., a Delaware corporation ("Company") and **Sample Example** ("Grantee") pursuant to the **DaVita Inc. 2011 Incentive Award Plan** ("Plan"). Capitalized terms that are used but not defined in this document shall have the meanings set forth in the Plan.

1. Grant of SAR.

The Company hereby grants to the Grantee the right ("SAR") to receive with respect to all or any portion of **12,000** shares ("Base Shares") of the common stock of the Company ("Common Stock") a number of shares ("Gain Shares") of Common Stock with a Fair Market Value equal to the amount by which the Fair Market Value applicable to one share of Common Stock on the date on which the SAR is exercised exceeds a base price of **$50.0000** per share ("Base Price").

2. Term of SAR.

(a) This SAR shall be effective for the period ("Term") from the Grant Date shown above through **June 6, 2016** ("Expiration Date").

(b) This SAR shall expire and cease to be exercisable on the earlier to occur of:

(i) the Expiration Date,

(ii) the date which is three (3) months after the date on which the Grantee's membership on the Board of Directors of the Company terminates unless such termination is the result of Grantee's death (or Grantee dies during the three (3) month period following the termination of his or her membership on the Board of Directors of the Company) or Grantee was disabled (within the meaning of Section 22(e)(3) of the Code) at the time of such termination of membership on the Board of Directors of the Company, or

(iii) the date which is one (1) year from the date of termination of Grantee's membership on the Board of Directors if such termination is the result of Grantee's death (or Grantee dies during the three (3) month period following the termination of his or her membership on the Board of Directors of the Company) or Grantee was disabled (within the meaning of Section 22(e)(3) of the Code) at the time of such termination of membership on the Board of Directors.

(iv) Notwithstanding the foregoing, the SAR shall terminate no later than the Expiration Date, regardless of whether or not Grantee remains a member of the Board of Directors of the Company.

3. Exerciseability.

(a) The Base Shares subject to this SAR shall become exerciseable ("vest") on the dates indicated under the Vesting Schedule above such that this SAR shall be fully exerciseable on the last date listed on such table; provided, however, that such vesting shall cease at the time Grantee ceases to be a member of the Company's Board of Directors.

(b) These installments shall be cumulative, so that this SAR may be exercised as to any or all of the Base Shares covered by an installment at any time or times after the installment becomes vested and until this SAR terminates.

(c) The foregoing notwithstanding, in the event that either (i) in connection with a "Change of Control" (defined below), the "Acquiror" (defined below) fails to assume, convert or replace this Award, or (ii) your Board service is terminated within the twenty-four (24) month period following a Change of Control by the Company (or the Acquiror) other than for "Cause" (defined below), then, in any such case, the SAR shall automatically vest and become immediately exercisable in its entirety, such vesting to be effective as of immediately prior to the effective date of the Change of Control in the case of (i), and as of the date of termination of the Grantee's service in the case of (ii).

A "Change of Control" is defined herein as (i) any transaction or series of transactions in which any person or group (within the meaning of Rule 13d-5 under the Exchange Act and Sections 13(d) and 14(d) under 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 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 the Company (including any transaction in which the Company becomes a

wholly-owned or majority-owned subsidiary of another corporation), or (ii) any transaction in which assets representing more than 50% of the total gross fair market value of the Company's assets are sold, provided, however, that no transaction contemplated by clauses (i) through (ii) above shall constitute a Change of Control if both (x) the person acting as the Chief Executive Officer of the Company for the 6 months prior to such transaction becomes the Chief Executive Officer or Executive Chairman of the Board of Directors of the entity that has acquired control of the Company as a result of such transaction (the "Acquiror") immediately after such transaction and remains the Chief Executive Officer or Executive Chairman of the Board of Directors for not less than one year following the transaction and (y) a majority of the Acquiror's board of directors immediately after such transaction consist of persons who were directors of the Company immediately prior to such transaction.

"Cause" will mean: (1) a material breach by you of your duties and responsibilities to the extent that they do not differ in any material respect from your duties and responsibilities during the ninety (90)-day period immediately prior to a Change in Control (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on your part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; (2) willful misconduct or gross negligence which results in material harm to the Company; (3) your conviction of, or a plea of *nolo contendere* by you, to a felony or other crime involving fraud or dishonesty; or (4) willful violation of Company policies which results in material harm to the Company.

(d) In the event that the Grantee ceases to be a member of the Company's Board of Directors (whether by reason of death or otherwise), the number of Base Shares with respect to which this SAR may be exercised shall not be accelerated.

4. Method of Exercising.

This SAR may be exercised by the Grantee upon delivery of the following documents to the Company at its principal executive offices:

(a) Written notice, in the form of a completed exercise election form, specifying the number of full Shares with respect to which the SAR is being exercised; and

(b) Such agreements or undertakings that are required by the Committee pursuant to the Plan.

5. Settlement of SAR.

Upon exercise of the SAR, in whole or in part, the Company shall:

(1) provide for the registration in book-entry form for the Grantee's benefit of the Gain Shares (rounded down to the nearest whole number), or

(2) deliver to the Grantee a stock certificate representing the Gain Shares (rounded down to the nearest whole number).

6. Clawback Provision.

Nothwithstanding any other provision in this agreement to the contrary, Grantee shall be subject to the written policies of the Company's Board of Directors applicable to members of the Board, including without limitation any Board policy relating to recoupment or "clawback" of compensation arising from exercise of this SAR, as they exist from time to time during the Grantee's service on the Board and thereafter.

7. Assignments.

(a) This SAR shall be exercisable only by the Grantee during the Grantee's lifetime, provided that in the event of the death of the Grantee during his or her service as a member of the Board of Directors of the Company or during the three (3) month period immediately subsequent to the termination of his or her membership on the Board of Directors of the Company, this SAR may be exercised by any of the Grantee's executor, heirs or administrator to whom this SAR may have been assigned or transferred as provided in Section 7(b) below.

(b) The rights of the Grantee under this SAR may not be assigned or transferred except by will or by the laws of descent and distribution.

8. No Rights as a Stockholder.

The Grantee shall have no rights as a stockholder of any Base Shares or Gain Shares unless and until Gain Shares are issued to him or her following the exercise of this SAR.

9. Interpretation of SAR.

(a) This SAR is made under the provisions of the Plan and shall be interpreted in a manner consistent with it.

(b) Any provision in this SAR inconsistent with the Plan shall be superseded and governed by the Plan.

10. Restrictions on Transfer of Gain Shares.

The Grantee acknowledges that any Gain Shares issued upon exercise of this SAR may be subject to such restrictions on transfer as the Company may deem necessary to comply with all applicable state and federal securities laws and regulations.

11. Amendments.

This SAR may be amended at any time with the consent of the Company and the Grantee.

12. Confidentiality.

Grantee shall not at any time disclose or use for Grantee's direct or indirect personal benefit or purposes or for the benefit or purposes of any person, firm, partnership, joint venture, association, corporation, or other business organization, entity or enterprise other than the Company or any of its subsidiaries or affiliates (whether during or after the termination of Grantee's membership on the Board of Directors of the Company), any trade secret, information, data or other confidential information relating to customers, development programs, costs, marketing plans, acquisitions and investments, sales activities, promotions, credit and financial data, financing methods, plans of the business and affairs of the Company generally, or any of its subsidiaries or affiliates; provided, however, that the foregoing shall not apply to (i) information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Grantee's breach of this Section 11 or (ii) disclosure that is required by any applicable law, rule or regulation (including compliance with any oral or written interrogatories or requests for information or documents pursuant to any subpoena or in connection with discovery proceedings in any litigation or similar process to which Grantee may be subject); provided, however, that Grantee shall provide the Company with at least ten (10) days' advance written notice of the legal requirement to disclose prior to disclosure and assist DaVita as requested in obtaining a protective order or other similar relief.

13. Non-Solicitation.

Grantee agrees that while Grantee is a member of the Company's Board of Director's and for the one-year period following termination of such relationship, Grantee will not (a) directly or indirectly induce any employee of the Company, its affiliates or its subsidiaries to terminate his or her relationship with the Company or any of its affiliates or subsidiaries or (b) take any action that results, or might reasonably result in any of the foregoing. If Grantee breaches this provision, then (1) this SAR shall terminate effective on the date on which Grantee enters into such activity and (2) the Company may seek temporary, preliminary, and permanent injunctive relief to prevent any actual or threatened breach or continuation of any breach of this Agreement without the necessity of proving actual damages or posting a bond or other security (which Grantee hereby agrees to) and/or an order requiring Grantee to repay the Company any gain realized by Grantee from exercising all or a portion of this Grant.

This agreement may be considered null and void at the discretion of the Company if a signed copy is not returned to the Stock Plan Administrator for the Company **no later than 120 days from the Grant Date.**

In Witness Whereof, the Company and the Grantee have executed this SAR as of the date first written above.

Grantee	**Company**
_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature
	_____
	Title

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 are defined as pretax income from continuing operations adjusted by adding back fixed charges expensed during the period less pre-tax net income attributable to noncontrolling interests. Fixed charges include debt expense (interest expense, the amortization of deferred financing costs and the amortization of the cap premium), the estimated interest component of rent expense on operating leases, and capitalized interest.

	Six months ended June 30, 2011	Year ended December 31,				
		2010	2009	2008	2007	2006
		(dollars in thousands)				
Earnings adjusted for fixed charges:						
Income from continuing operations before income taxes	$365,504	$744,458	$758,224	$656,791	$674,224	$513,900
Add:						
Debt expense	118,492	181,607	185,755	224,716	257,147	276,706
Interest portion of rent expense	46,321	87,116	81,122	72,562	64,613	60,395
Less: Noncontrolling interests	(41,317)	(79,405)	(57,803)	(47,331)	(46,702)	(38,141)
	123,496	189,318	209,074	249,947	275,058	298,960
	$489,000	$933,776	$967,298	$906,738	$949,282	$812,860
Fixed charges:						
Debt expense	$118,492	$181,607	$185,755	$224,716	$257,147	$276,706
Interest portion of rent expense	46,321	87,116	81,122	72,562	64,613	60,395
Capitalized interest	1,770	2,621	3,627	4,189	3,878	4,708
	$166,583	$271,344	$270,504	$301,467	$325,638	$341,809
Ratio of earnings to fixed charges	2.94	3.44	3.58	3.01	2.92	2.38

EXHIBIT 31.1

SECTION 302 CERTIFICATION

I, Kent J. Thiry, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 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: August 4, 2011

EXHIBIT 31.2

SECTION 302 CERTIFICATION

I, Luis A. Borgen, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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 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/ Luis A. Borgen

Luis A. Borgen
Chief Financial Officer

Date: August 4, 2011

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 Quarterly Report of DaVita Inc. (the "Company") on Form 10-Q for the quarter ending June 30, 2011 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
August 4, 2011

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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 Quarterly Report of DaVita Inc. (the "Company") on Form 10-Q for the quarter ending June 30, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Periodic Report"), I, Luis A. Borgen, 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/ LUIS A. BORGEN

Luis A. Borgen
Chief Financial Officer
August 4, 2011

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.