Concurrent Review Cycle 2-Special Circumstances

Certificate of Need Application

For One Additional Dialysis Station

FMC Leah Layne Dialysis Center

Washington State Department of Health

Certificate of Need Application
Kidney Disease Treatment Facilities

Certificate of Need applications must be submitted with a fee in accordance with Washington Administrative Code (WAC) 246-310-990.

Application is made for a Certificate of Need in accordance with provisions in Revised Code of Washington (RCW) 70.38 and WAC 246-310, rules and regulations adopted by the Washington State Department of Health. I attest that the statements made in this application are correct to the best of my knowledge and belief.

Signature and Title of Responsible Officer Luca Chiastra Regional Vice President – Rocky Mountain Region Fresenius Medical Care **Email Address** Luca.Chiastra@fmc-na.com	**Date:** October 31, 2018 **Telephone Number:** 303.712.1802
Legal Name of Applicant Inland Northwest Renal Care Group, LLC ("IN-RCG") **Address of Applicant** 5251 DTC Parkway Suite 500 Greenwood Village, CO 80111	**Estimated capital expenditure:** $604

This application is submitted under (check **one** box only):

[ ] Concurrent Review **Cycle 1** – Special Circumstances:

[ ] Concurrent Review **Cycle 1** – Nonspecial Circumstance

[X] Concurrent Review **Cycle 2** – Special Circumstances:

[ ] Concurrent Review **Cycle 2** – Nonspecial Circumstance

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Applicant Description

1. **Provide the legal name(s) and address(es)of the applicant(s)**
   Note: The term "applicant" for this purpose includes any person or individual with a ten percent or greater financial interest in the partnership or corporation or other comparable legal entity.

The legal name of the applicant is Inland Northwest Renal Care Group, LLC. ("IN-RCG"), parent company – Fresenius Medical Care Holdings, Inc ("Fresenius"). The legal name of the facility is FMC Leah Layne Dialysis Unit, also known as Fresenius Kidney Care Leah Layne ("FMC Leah Layne").

2. **Identify the legal structure of the applicant (LLC, PLLC, etc) and provide the UBI number.**

IN-RCG and its parent company, Fresenius, are for-profit corporations (Inc.). IN-RCG's UBI number is 602-058-186.

3. **Provide the name, title, address, telephone number, and email address of the contact person for this application.**

Luca Chiastra
Regional Vice President – Rocky Mountain Region
Fresenius Medical Care
5251 DTC Parkway Suite 500
Greenwood Village, CO 80111
303.712.1802
Luca.Chiastra@fmc-na.com

4. **Provide the name, title, address, telephone number, and email address of the consultant authorized to speak on your behalf related to the screening of this application (if any).**

Frank Fox, PhD.
Health Trends
511 NW 162nd St,
Shoreline, WA 98177
206.366.1550
fgf19702@aol.com

5. **Provide an organizational chart that clearly identifies the business structure of the applicant(s).**

IN-RCG is a subsidiary of Fresenius. Exhibit 1 contains a copy of the organizational chart for Fresenius Medical Care Holdings, Inc. depicting its relationship with IN-RCG and FMC Leah Layne.

6. **Identify all healthcare facilities owned, operated by, or managed by the applicant. This should include all facilities in Washington State as well as out-of-state facilities, and should identify the license/accreditation status of each facility.**

Fresenius, through Renal Care Group, Inc. and its subsidiaries, own and operate dialysis facilities throughout the Country. Information on these facilities and contact information for the State agencies are included in Exhibits 2 and 3, respectively.

Renal Care Group, Inc. operates facilities in the Northwest and Washington State under three separate legal entities. These entities include Inland Northwest Renal Care Group (IN-RCG), Pacific Northwest Renal Services (PNRS), and Renal Care Group of the Northwest, Inc. (RCGNW). IN-RCG owns and operates facilities in Adams, Grant, Okanogan, Spokane and Stevens Counties in Washington, as well as facilities in Idaho. PNRS is jointly owned by RCGNW and Oregon Health Sciences University. This entity owns and operates facilities in Oregon and Clark County, Washington. RCGNW wholly owns facilities in Grays Harbor, Lewis, Mason, Thurston, and Pierce Counties as well as dialysis facilities in Alaska. The Renal Care Group, Inc. facilities in Washington State include:

Fresenius Aberdeen Dialysis Facility
2012 Industrial Parkway [to be relocated; see CN#1627]
Aberdeen, WA 98520

The Aberdeen Dialysis facility is a 24-station dialysis facility offering in-center hemodialysis, home therapies and visitor dialysis.

Fresenius Kidney Care PNRS Clark County Dialysis
3921 S.W. 13th Ave.
Battle Ground WA 98604

The Battle Ground facility, located in Clark County, is a 24-station dialysis center offering in-center and all home therapies.

Fresenius Chehalis Dialysis Facility
500 SE Washington Street
Chehalis, WA 98532

The Chehalis Dialysis facility is a 12-station dialysis facility offering in-center hemodialysis, certified peritoneal dialysis and visitor dialysis.

Fresenius Colville Dialysis Facility
143-B Garden Homes Drive
Colville, WA 99114

The Colville Dialysis facility is an 8-station dialysis facility providing in-center hemodialysis, home training, and visitor dialysis.

Fresenius Fort Vancouver Dialysis Facility
312 SE Stonemill Drive, Suite 150

Vancouver, WA 98684

Fresenius Ft. Vancouver is a 24-station dialysis facility. This facility serves residents residing in Clark County. This facility provides in-center hemodialysis, home dialysis and visitor dialysis.

Fresenius Lacey Dialysis Facility
719 Sleater-Kinney Rd. SE, Ste 152
Lacey, WA 98503

Fresenius Lacey is a 19-station facility offering in-center dialysis and visitor dialysis and it also provides inpatient dialysis on contract at Providence St. Peter Hospital.

Fresenius Moses Lake Dialysis Facility
847 E. Broadway Ave.
Moses Lake, WA 98337

The 26-station Moses Lake Dialysis Facility provides in-center hemodialysis, home dialysis and visitor dialysis.

Fresenius Northpointe Dialysis Facility
9351 N. Nevada St
Spokane, WA 99218

The Northpointe Dialysis Facility is a 24-station dialysis facility providing in-center hemodialysis and visitor dialysis.

Fresenius Panorama Dialysis Facility
822 S. Main
Deer Park WA 99006

The Panorama Dialysis Facility is a 5-station dialysis facility providing in-center hemodialysis, home training and visitor dialysis.

Fresenius Omak Dialysis Facility
800 Jasmine Street
Omak, WA 98841

The 15-station Omak Dialysis Facility provides in-center hemodialysis, peritoneal dialysis and visitor dialysis.

Fresenius Leah Layne Dialysis Facility
530 South 1st Avenue
Othello, WA 99344

Fresenius Leah Layne is an 8-station dialysis center in Adams County. This center provides in-center hemodialysis, peritoneal dialysis and visitor dialysis.

Fresenius North Pines Dialysis Facility
1017 North Pines Road
Spokane, WA 99206

The North Pines Dialysis Facility is a 20-station dialysis facility. The North Pines Dialysis facility provides in-center hemodialysis as well as visitor dialysis.

Fresenius Salmon Creek Dialysis Facility
9105 Highway 99, Suite 102
Vancouver, WA 98665

Fresenius Salmon Creek is a 16-station dialysis facility. This facility serves residents residing in Clark County. Fresenius Salmon Creek provides in-center hemodialysis and visitor dialysis.

Fresenius Shelton Dialysis Facility
1930 N. Loop Rd
Shelton, WA 98584

The Shelton Dialysis Facility is a 6-station facility offering in-center hemodialysis and visitor dialysis.

Fresenius Spokane Kidney Center
610 S Sherman St #101
Spokane, WA 99220

The Spokane Kidney Center is a 27-station dialysis facility. This facility offers several modalities and provides in-center hemodialysis, in-center nocturnal dialysis, pediatric dialysis, inpatient dialysis, home dialysis training and backup and visitor dialysis. This facility is a regional resource serving residents residing in Spokane County and adjoining areas.

Fresenius North Thurston County Dialysis Center
8770 Tallon Lane NE
Lacey, WA 98516

The Thurston Dialysis Center is a 6-station dialysis facility offering in-center hemodialysis and peritoneal dialysis. This facility also offers home dialysis training and transplant support.

Fresenius recently acquired five CHI-FH dialysis facilities in southern King and Pierce counties. They include:

Fresenius Kidney Care Gig Harbor
St. Anthony Medical Building, Suite 101
4700 Point Fosdick Drive
Gig Harbor WA

This center is a 12-station dialysis facility offering in-center hemodialysis and home hemodialysis. This facility also offers home dialysis training.

Fresenius Kidney Care Puyallup
702 South Hill Park Drive, Suite 105
Puyallup WA

This center is a 12-station dialysis facility offering in-center hemodialysis.

Fresenius Kidney Care East Tacoma
1415 East 72nd Street, Suite E
Tacoma WA

This center is a 14-station dialysis facility offering in-center hemodialysis.

Fresenius Kidney Care South Tacoma
5825 Tacoma Mall Boulevard, Suite 103
Tacoma WA

This center is a 22-station dialysis facility offering in-center hemodialysis and is awaiting certification for peritoneal dialysis.

Fresenius Kidney Care Mt. Rainier
1717 S J St
Tacoma WA

This center is a 20-station dialysis facility offering in-center hemodialysis and peritoneal dialysis.

In addition to the RCG facilities, Fresenius, through QualiCenters Inland Northwest, LLC (Qualicenters), also owns and operates other facilities in the Northwest and Washington State. Information for these facilities is detailed below:

Columbia Basin Dialysis Center
510 N. Colorado, Suite B
Kennewick, WA 99336

Columbia Basin Dialysis Center is a 13-station facility providing in-center hemodialysis, home dialysis training and backup and visitor dialysis.

QCI Walla Walla
307 W. Poplar, Suite 120
Walla Walla, WA 99362

QCI Walla Walla is a 16-station facility providing in-center hemodialysis, peritoneal dialysis training and backup and visitor dialysis.

Project Description

1. **Provide the name and address of the existing facility.**

The legal name of the applicant is Inland Northwest Renal Care Group, LLC. ("IN-RCG"), parent company – Fresenius Medical Care Holdings, Inc ("Fresenius"). The legal name of the facility is Leah Layne Dialysis Unit, also known as Fresenius Kidney Care Leah Layne ("FMC Leah Layne").

The address of the applicant is:

Fresenius Medical Care
5251 DTC Parkway Suite 500
Greenwood Village, CO 80111

The address of the existing facility, FMC Leah Layne, is:

530 South 1st Avenue
Othello, WA 99344

2. **Provide the name and address of the proposed facility. If an address is not yet assigned, provide the county parcel number and the approximate timeline for assignment of the address.**

This question is not applicable. This project requests expansion of an *existing* facility.

3. **Provide a detailed project description of the proposed project.**

Pursuant to Washington Administrative Code ("WAC") 246-310-818, Special Circumstance One Station Expansion, IN-RCG is requesting CN approval to expand its current nine[1] (9) station facility, FMC Leah Layne, to a ten (10) station facility, increasing the number of stations in the Adams County Dialysis Planning Area by one (1) station. FMC Leah Layne offers in-center hemodialysis, a dedicated isolation area, and a dedicated bed station. FMC Leah Layne also offers an evening shift, beginning after 5 pm, for dialysis patients.[2]

4. **Identify any affiliates for this project, as defined in WAC 246-310-800(1).**

This question is not applicable.

5. **With the understanding that the review of a Certificate of Need application typically takes 6-9 months, provide an estimated timeline for project implementation, below:**

Event	Anticipated Date
Design Complete	NA
Construction Commenced	NA
Construction Completed	NA
Facility Prepared for Survey	03/07/19

[1] 7 in-center stations, 1 permanent bed station, and 1 isolation station.
[2] Please note that we do not currently have home dialysis patients but are licensed and capable to provide such care.

6. **Identify the date the facility is expected to be operational as defined in [WAC 246-310-800(12)](WAC 246-310-800(12)).**

The additional station is expected to be operational by March 1, 2019.

7. **Provide a detailed description of the services represented by this project. For existing facilities, this should include a discussion of existing services and how these would or would not change as a result of the project. Services can include but are not limited to: in-center hemodialysis, home hemodialysis training, peritoneal dialysis training, a late shift (after 5:00 pm), etc.**

FMC Leah Layne offers in-center hemodialysis, a dedicated isolation area, and a dedicated bed station. FMC Leah Layne also offers an evening shift, beginning after 5 pm, for dialysis patients.[3]

8. **Provide a general description of the types of patients to be served by the facility at project completion.**

This project requests expansion of FMC Leah Layne's existing services. Therefore, FMC Leah Layne will continue to serve patients and provide services described above in response #7.

9. **Provide a copy of the letter of intent that was already submitted according to WAC 246-310-080.**

A copy of the letter of intent is included in Exhibit 4.

10. **Provide single-line drawings (approximately to scale) of the facility, both before and after project completion. Reference WAC 246-310-800(11) for the definition of maximum treatment area square footage. Ensure that stations are clearly labeled with their square footage identified, and specifically identify future expansion stations (if applicable)**

Current and proposed single line drawings are included in Exhibit 5.

11. **Provide the gross and net square feet of this facility. Treatment area and non-treatment area should be identified separately (see explanation above re: maximum treatment area square footage).**

Please see Exhibit 5 for single line drawing. The square footage for the facility is 5,215 gross square feet ("GSF") and 5,177 net square feet ("NSF").

12. **Confirm that the facility will be certified by Medicare and Medicaid. If this application proposes the expansion of an existing facility, provide the existing facility's Medicare and Medicaid numbers.**

FMC Leah Layne is an existing facility certified by Medicare (# 50-2558) and Medicaid (# 1295987493)

[3] Please note that we do not currently have home dialysis patients but are licensed and capable to provide such care.

Certificate of Need Review Criteria

A. Need (WAC 246-310-210)

WAC 246-310-210 provides general criteria for an applicant to demonstrate need for healthcare facilities or services. WAC 246-310-800 through WAC 246-310-833 provide specific criteria for kidney disease treatment center applications. Documentation provided in this section must demonstrate that the proposed facility will be needed, available, and accessible to the community it proposes to serve. Some of the questions below only apply to existing facilities proposing to expand. If this does not apply to your project, so state.

1. **List all other dialysis facilities currently operating in the planning area, as defined in WAC 246-310-800(15).**

Please see Table 1 below that presents dialysis provider(s) with certificate of need approved stations in the Adams County Dialysis Planning Area.

Table 1. Adams County Dialysis Planning Area Provider(s)

NAME	Station Count
FMC Leah Layne	9

*7 general use in-center stations, 1 permanent bed station, and 1 isolation station

2. **Provide utilization data for the facilities listed above, according to the most recent Northwest Renal Network modality report. Based on the standards in WAC 246-310-812(5) and (6), demonstrate that all facilities in the planning area either:**
   a) **have met the utilization standard for the planning area;**
   b) **have been in operation for three or more years; or**
   c) **have not met the timeline represented in their Certificate of Need application.**

Table 2 below presents the utilization reported by Adams County Dialysis Planning Area providers according to the most recent Northwest Renal Network ("NWRN") modality report (June 30, 2018). The standards in WAC 246-310-812(5) and (6) are not applicable as the current project requests one additional station pursuant to WAC 246-310-818. See our response to question #5 below that specifically addresses standards contained in WAC 246-310-818.

Table 2. Adams County Dialysis Planning Area Provider Utilization – 2Q2018

Facility	Number of Stations*	June 30, 2018 Number of Patients Per Quarterly In-Center Data	June 30, 2018 Patients/ Station
FMC Leah Layne	8	30	3.75

*Station count excludes 1 isolation station
Source: Northwest Renal Network Modality Reports, 6/30/18

3. **Complete the methodology outlined in WAC 246-310-812. For reference, copies of the ESRD Methdology for every planning area are available on our website. Please note, under WAC 246-310-812(1), applications for new stations may only address projected station need in the planning area where the facility is to be located, <u>unless</u> there is no existing facility in an adjacent planning area. If this application includes an adjacent planning area, station need projections for each planning area must be calculated separately.**

This question is not applicable as the current project request is to expand an existing facility by one additional station pursuant to the Special Circumstances rules under WAC 246-310-818.

4. **For existing facilities, provide the facility's historical utilization for the last three full calendar years.**

Table 3. FMC Leah Layne Historical Utilization.

	CY2015	**CY2016**	**CY2017**	**YTD2018 (Jan-Sep)**
Total in-center stations	8	8	8	8
Total in-center patients	24	25	28	31
Total in-center treatments	3,512	3,820	4,088	3,410
Total home patients	6	3	4	0 Current
Total home treatments	673	538	633	0 Current

5. **For existing facilities proposing to add one or two stations under WAC 246-310-818, provide the facility's historical utilization data for the most recent six months preceding the letter of intent period. This data should be acquired from the Northwest Renal Network.**

See Table 4 below for FMC Leah Layne's historical utilization during the April 2018 to September 2018 time period (six months preceding the letter of intent period in October 1, 2018). The NWRN's modality reports only present utilization on a quarterly basis, but standards under WAC 246-310-818(1) and (5) requires data "for the most recent six consecutive month period". Therefore, internal monthly data was prepared to demonstrate that FMC Leah Layne meets the applicable criteria and relevant occupancy standards under WAC 246-310-818 for each of the 6 months required. The NWRN does not have monthly data on utilization by facility.

Table 4. FMC Leah Layne Utilization, April 2018 – September 2018

	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18
Total in-center stations	8	8	8	8	8	8
Total in-center patients	31	31	31	29	29	29
Patients per Station	3.88	3.88	3.88	3.63	3.63	3.63

According to WAC 246-310-818 (1)(a)-(b), in order for a Adams County Dialysis Planning Area facility to be eligible for a 1+ station expansion under the 'Special Circumstances' review, the facility must have operated above a 3.5 patient per station occupancy for the most recent six months preceding the letter of intent period. As Table 4 above demonstrates, FMC Leah Layne meets the occupancy standard under WAC 246-310-818 (1)(a)-(b).

According to WAC 246-310-818 (5)-(6), in order for a Adams County Dialysis Planning Area facility to be eligible for a 1+ station expansion under the 'Special Circumstances' review, the owner of the facility must not have any other facilities operational in the Planning Area below a 3.0 patient per station occupancy standard for the most recent six months preceding the letter of intent period. Given IN-RCG does not have any other facilities operational in the Adams County Dialysis Planning Area, FMC Leah Layne meets the standard under WAC 246-310-818 (5)-(6).

Further, based on WAC 246-310-818 (7)-(8), in order for a Adams County Dialysis Planning Area facility to be eligible for a 1+ station expansion under the 'Special Circumstances' review, the facility must operate above a 3.0 patient per station occupancy for the most recent six months preceding the letter of intent period, even if one additional station is added to the existing CN-approved station count. See Table 5 below for the calculations following application of this rule to FMC Leah Layne demonstrating it meets the occupancy standard under WAC 246-310-818 (7)-(8).

Table 5. FMC Leah Layne Occupancy With Additional Station Count Under WAC 246-310-818 (7)-(8), April 2018 – September 2018

	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18
Total in-center stations (Current Station Count *Plus One According to WAC 246-310-818 (7)-(8)*)	9	9	9	9	9	9
Total in-center patients	31	31	31	29	29	29
Patients per Station	3.44	3.44	3.44	3.22	3.22	3.22

*Station count excludes 1 isolation station

6. **Provide projected utilization of the proposed facility for the first three full years of operation. For existing facilities, also provide the intervening years between historical and projected. Include all assumptions used to make these projections.**

Table 6 below presents the projected utilization at FMC Leah Layne. Given the one additional station is anticipated to become operational by March 2019, the first full year of operation will be CY2020. January to February 2019 utilization is based on September 2018 patient count with the current in-center station count at eight (8) stations. Modest incremental growth for in-center and home patients is assumed when new station becomes operational (March 2019) and subsequent years. It is assumed the number of treatments per patient is 144 treatments per year.

Table 6. FMC Leah Layne Utilization Forecast, 2019 - 2022

	Jan-Feb 2019	**Mar-Dec 2019**	**Full Year 1 (2020)**	**Full Year 2 (2021)**	**Full Year 3 (2022)**
Total in-center stations	8	9	9	9	9
Total in-center patients	29	31	33	35	35
Total in-center treatments	696	3,720	4,752	5,040	5,040
Total home patients	0	0	0	0	0
Total home treatments	0	0	0	0	0

7. **For existing facilities, provide patient origin zip code data for the most recent full calendar year of operation.**

Please see the table below.

Zip Code	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
98823							1					
98837	1	1	1	1	1	1	1			1	1	1
98857	2	1	1	1	1	1	1	1	1	1	1	1
99321	1	1	1	1	1	1	1	1	1	1	1	1
99326	1	1	1	1	1	1	1	1	1	1	1	1
99330	1	1	1	1	1	1	1	1	1	1	1	1
99343	1	1	1	1	1	1	1	1	1	2	2	2
99344	17	17	18	19	20	20	19	22	22	24	24	24
99349	3	3	3	3	3	3	3	3	3	3	3	3
99357	2	2	2	2	1	1	1	1	1	1	1	1
99371		1	1	1	1	1	1	1	1	1	1	1

Source: Applicant – CY2017

8. **Identify any factors in the planning area that could restrict patient access to dialysis services. WAC 246-310-210(1), (2).**

Patient access is critical to improving the health and quality of life of our patients. But patient access is multi-faceted and not simply represented by the aggregate number of stations available. Patients require access to the specific treatment modality and convenient hours of operation that meet their individual clinical and personal needs. Further, continuity of care with the same physician and dialysis care team is often integral to addressing patients' care need. However, this is especially challenging for residents currently receiving care at FMC Leah Layne given the high occupancies over the past few months, as demonstrated above in Table 4.

Patients with limited financial means also face additional barriers to care due to the financial burden of out-of-pocket expenses. However, IN-RCG strives to address this issue for our patients when needed by providing charity in all of our Washington facilities, including FMC Leah Layne. A copy of our charity care policy is contained in Exhibit 6.

9. **Identify how this project will be available and accessible to low-income persons, racial and ethnic minorities, women, mentally handicapped persons, and other under-served groups. WAC 246-310-210(2)**

All individuals identified as needing dialysis services will continue having access to FMC Leah Layne. FMC Leah Layne's admission policies prohibits discrimination on the basis of race, income, ethnicity, sex or handicap. A copy of the admission policy is contained in Exhibit 7.

A copy of our charity care policy is contained in Exhibit 6.

10. **If this project proposes either a partial or full relocation of an existing facility, provide a detailed discussion of the limitations of the current site consistent with WAC 246-310-210(2).**

This project does not entail either a partial or full relocation. Therefore, this question is not applicable.

11. If this project proposes either a partial or full relocation of an existing facility, provide a detailed discussion of the benefits associated with relocation consistent with WAC 246-310-210(2).

This project does not entail either a partial or full relocation. Therefore, this question is not applicable.

12. Provide a copy of the following policies:

- **Admissions policy**
- **Charity care or financial assistance policy**
- **Patient Rights and Responsibilities policy**
- **Non-discrimination policy**
- **Any other policies directly associated with patient access (example, involuntary discharge)**

A copy of the admission policy is contained in Exhibit 7. FMC Leah Layne's admission policy includes language regarding non-discrimination, including prohibiting discrimination on the basis of race, income, ethnicity, sex or handicap.

A copy of our charity care policy is contained in Exhibit 6.

B. Financial Feasibility (WAC 246-310-220)
Financial feasibility of a dialysis project is based on the criteria in [WAC 246-310-220] and [WAC 246-310-815].

- **Provide documentation that demonstrates the immediate and long-range capital and operating costs of the project can be met. This should include but is not limited to:**
- **Utilization projections. These should be consistent with the projections provided under the Need section. Include all assumptions.**
- **Pro Forma financial projections for at least the first three full calendar years of operation. Include all assumptions.**
- **For existing facilities proposing a station addition, provide historical revenue and expense statements, including the current year. Ensure these are in the same format as the pro forma projections. For incomplete years, identify whether the data is annualized.**

Please see Exhibit 8A for historical FMC Leah Layne expense and revenue statements. Exhibit 8B includes the required pro forma financial statements. Exhibit 8B also provides key financial pro forma assumptions and sources of information used to prepare the projections, including staffing and salaries, wages, and benefits assumptions.

Utilization projections, including the assumptions used to derive the forecasts, are presented and discussed in Table 6 above and surrounding text.

1. **Provide the following agreements/contracts:**
   - **Management agreement.**
   - **Operating agreement**
   - **Medical director agreement**
   - **Development agreement**
   - **Joint Venture agreement**

   Note, all agreements above must be valid through at least the first three full years following completion or have a clause with automatic renewals.

A medical director agreement is included in Exhibit 9.

All other agreements listed above are not applicable to the current expansion request.

2. **Provide documentation of site control. This could include either a deed to the site or a lease agreement for the site. If a lease agreement is provided, the terms must be for at least five years following project completion.**

Included in Exhibit 10A is the lease agreement between IN-RCG ("TENANT") and Woodworth Capital, Inc.(current "LANDLORD", see fourth amendment to lease). Exhibit 10B contains parcel information from Adam's County Assessor's Office indicating Woodworth Capital, Inc. (LANDLORD) is the owner of the property.

3. **Provide county assessor information and zoning information for the site. If zoning information for the site is unclear, provide documentation or letter from the municipal authorities showing the proposed project is allowable at the identified site.**

This question is not applicable. FMC Leah Layne is an existing facility and the proposed project does not constitute a site relocation.

4. **Complete the table below with the estimated capital expenditure associated with this project. Capital expenditure for the purposes of dialysis applications is defined under WAC 246-310-800(3). If you have other line items not listed below, include the definition of the line item. Include all assumptions used to create the capital expenditure estimate.**

Table 7. FMC Leah Layne Capital Expenditures, by Type

Item	Cost
a. Land Purchase	$
b. Utilities to Lot Line	$
c. Land Improvements	$
d. Building Purchase	$
e. Residual Value of Replaced Facility	$
f. Building Construction	$
g. Fixed Equipment (not already included in the construction contract)	$560
h. Movable Equipment	$
i. Architect and Engineering Fees	$
j. Consulting Fees	$
k. Site Preparation	$
l. Supervision and Inspection of Site	$

Item (continued)	Cost
m. Any Costs Associated with Securing the Sources of Financing (include interim interest during construction)	
n. Washington Sales Tax	$
1. Land	$
2. Building	$
3. Equipment	$44
o. Other Project Costs	$
Total Estimated Capital Expenditure	**$604**

5. **Identify the entity responsible for the estimated capital costs identified above. If more than one entity is responsible, provide breakdown of percentages and amounts for all.**

Fresenius is the sole applicant and entity responsible for the estimated capital costs identified above.

6. **Provide a non-binding contractor's estimate for the construction costs for the project.**

No construction costs are required for this project. Therefore, this question is not applicable.

7. **Provide a detailed narrative regarding how the project would or would not impact costs and charges for services. WAC 246-310-220.**

This project has no impact on either charges or payment, as reimbursement for kidney dialysis services is based on a prospective composite per diem rate. In the case of government payers, reimbursement is based on CMS (Center for Medicaid and Medicare) fee schedules which have nothing to do with capital expenditures by providers such as Fresenius. In the case of private sector payers, Fresenius negotiates national, state, and regional contracts with payers. These negotiated agreements include consideration/negotiation over a number of variables, including number of covered lives being negotiated; the provider's accessibility, including hours of operation; quality of care; the provider's patient education and outreach; its performance measures such as morbidity and/or mortality rates; and increasingly, consideration of more broad performance/quality measures, such as the CMS Quality Incentive Program ("QIP") Total Performance Score ("TPS").[4]

Fresenius does not negotiate any of its contracts at the facility-level, thus, the capital costs associated with the proposed FMC Leah Layne expansion would have no impact on payer negotiations or levels of reimbursement. In this regard, facility-level activities, such as number of FTEs, operating expenses or capital expenditures have no effect on negotiated rates, since such negotiations do not consider facility-level operations. As such, the proposed FMC Leah Layne expansion will have no effect on rates Fresenius would receive in the Adams County Dialysis Planning Area.

8. **Provide documentation that the costs of the project, including any construction costs, will not result in an unreasonable impact on the costs and charges for health services in the planning area. WAC 246-310-220.**

See our response above for an explanation of the basis for Fresenius reimbursement. As described above, Fresenius does not negotiate any of its contracts at the facility-level, thus, the capital costs associated with the proposed FMC Leah Layne expansion will have no impact on payer negotiations or levels of reimbursement.

As a follow-up to this question regarding impacts on costs, charges and reimbursement, and what elements make up reimbursement, which is what the question focuses on, it should be noted that CMS has implemented QIP with the express purpose of linking payment for care directly to providers' performance on quality of care measures.[5] Over time, all payers will adapt some or all of these same standards, and will increasingly tie reimbursement to TPS measures.

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[4] Please see: http://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/ESRDQIP/

[5] As stated on the CMS website, referenced above, the ESRD QIP will reduce payments to ESRD facilities that do not meet or exceed certain performance standards. The maximum payment reduction CMS can apply to any facility is two percent. This reduction will apply to all payments for services performed by the facility receiving the reduction during the applicable payment year (PY). Payment reductions result when a facility's overall score on applicable measures does not meet established standards. CMS publicly reports facility ESRD QIP scores; these scores are available online on Dialysis Facility Compare.

9. Provide the projected payer mix by revenue and by patients using the example table below. If "other" is a category, define what is included in "other."

Table 8. FMC Leah Layne Dialysis Center, Projected Payer Mix, by Revenue and by Patient

Payor Class	Mix based on Treatments	Mix based on Revenue
MEDICARE	55.0%	18.8%
COMMERCIAL	10.1%	70.5%
MEDICAID	29.1%	8.7%
MEDICARE ADV	3.4%	1.6%
MEDICAID RISK	0.0%	0.0%
MISC INS	0.1%	0.0%
SELF PAY	2.4%	0.4%

*Based on FMC Leah Layne's 2018 actuals

10. If this project proposes the addition of stations to an existing facility, provide the historical payer mix by revenue and patients for the existing facility. The table format should be consistent with the table shown above.

The project's projected payer mix is based on FMC Leah Layne's 2018 actuals. Therefore, the historical payer mix is reported in Table 8 above.

11. Provide a listing of all new equipment proposed for this project. The list should include estimated costs for the equipment. If no new equipment is required, explain.

Please see the table below.

Equipment Description	Quantity	Price per Unit	Total Cost
O2 Concentrator	1	$560	$560
Sales Tax			$44
Total			**$604**

12. Provide a description of any equipment to be replaced, including cost of the equipment, and salvage value (if any) or disposal, or use of the equipment to be replaced.

No equipment will be replaced as a result of this project.

13. **Identify the source(s) of financing (loan, grant, gifts, etc.) and provide supporting documentation from the source. Examples of supporting documentation include: a letter from the applicant's CFO committing to pay for the project or draft terms from a financial institution.**

    If this project will be debt financed through a financial institution, provide a repayment schedule showing interest and principal amount for each year over which the debt will be amortized. WAC 246-310-220

IN-RCG will use existing reserves from its parent company, Fresenius, to fund this project. Exhibit 11 includes a letter from Mr. Mark Fawcett, Senior Vice President -Finance, attesting to the availability of funds and a commitment to this project

14. **Provide the applicant's audited financial statements covering at least the most recent three years. WAC 246-310-220**

Audited financial statements for Fresenius, the parent company, are included in Exhibit 12.

C. Structure and Process (Quality) of Care (WAC 246-310-230)

1. Provide a table that shows FTEs [full time equivalents] by category for the proposed facility. If the facility is currently in operation, include at least the last three full years of operation, the current year, and the first three full years of operation following project completion. There should be no gaps in years. All staff categories should be defined.

Three-year historical and projected FTE staffing, by position and clinical setting, is provided below in Table 9. This table includes productive FTE counts only.

Table 9. FMC Leah Layne, Current and Proposed Staffing, by FTE and Position

	2015	2016	2017	2018 (Current)	2019	2020	2021	2022
In-Center FTE's								
Nurse Manager	1	1	1	1	1	1	1	1
Outpatient RN	2	2	2	2	2	2	2	2
Patient CareTechnician	3	4	4	4.3	4.3	4.3	4.4	4.4
Equipment Technician	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Social Worker	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Dietician	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Secretary	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Subtotal	**7.3**	**8.3**	**8.3**	**8.5**	**8.5**	**8.5**	**8.7**	**8.7**
Home FTE's								
Home Manager	0.15	0.15	0.15	0	0	0	0	0
Home RN	0.15	0.15	0.15	0	0	0	0	0
Home Other	0	0	0	0	0	0	0	0
Subtotal	**0.3**	**0.3**	**0.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Total	**7.6**	**8.6**	**8.6**	**8.5**	**8.5**	**8.5**	**8.7**	**8.7**

Source: Applicant

2. Provide the assumptions used to project the number and types of FTEs identified for this project.

Information and assumptions used to prepare Table 9 include:

- The wage and salary figures are based on FMC Leah Layne actuals. They are held constant over the forecast period.
- It is assumed a FTE ("full time equivalent") employee works 2,080 hours per year.
- Non-productive hours are estimated at 10% of productive hours, based on FMC experience.
- Benefits are calculated at 24.8% of wages and salaries based on FMC Leah Layne actuals.
- The staff to patient ratio matrix below was used to construct minimum FTE counts for the projection years based on future patient counts presented in Table 6. In the cases where the current FTE count is greater than the FTE based on the ratios below, then the current FTE count was used.

	Staff to Patient Ratios (FTE Staff)
PCT (1)	1:8
RN (2)	1:20
Equipment Technician (3)	1:125
Social Worker (3)	1:125
Dietician (3)	1:125
Secretary (3)	1:125
Nurse Manager (4)	1

(1) A PCT works two shifts of patients each day, with 4 patients per shift.
(2) A RN works two shifts of patients per day, with 10 patients per shift.
(3) These FTEs are staffed based on staff-to-patient ratios identified in the table.
(4) The Center for Medicare and Medicaid ("CMS") requires that a dialysis facility be staffed with one FTE manager, irrespective of size of the facility or number of patients.

3. Identify the salaries, wages, and employee benefits for each FTE category.

Salary and benefit information, by FTE category and clinical setting, is contained in the pro forma financials (Exhibit 8B).

4. Provide the name and professional license number of the current or proposed medical director. If not already disclosed under 210(1) identify if the medical director is an employee or under contract.

FMC Leah Layne contracts with Dr. Constance Christ for medical director services. Dr. Christ's professional license number is MD60202978. A copy of the Medical Director agreement is included in Exhibit 9.

5. Identify key staff, if known. (nurse manager, clinical director, etc.)

FMC Leah Layne employs Brenda Britos as its director of operations (RN00140367).

6. For existing facilities, provide names and professional license numbers for current credentialed staff.

Please see Table 10 below.

Table 10. Names and License Numbers of Current Staff at FMC Leah Layne

Name	License Number	License Name (Type)
Brenda Britos	RN00140367	RN
Liz Barros	RN60742105	RN
Jenny Pearce	RN60878529	RN
Gabriela Villegas	HT60613067	PCT
Leticia Villegas	N/A	PCT
Rebecca Heath	N/A	PCT
Valerie Garza	HT60815163	PCT
Julia Garza	HT60775306	PCT
Andrew Holmes	SC60684795	MSW
Leah Erban	DI00000668	RD
Heather Tabor	N/A	Biomed

7. Describe your methods for staff recruitment and retention. If any barriers to staff recruitment exist in the planning area, provide a detailed description of your plan to staff this project.

FMC Leah Layne is an operational dialysis facility, which is staffed with qualified clinical and support personnel. Table 9 provides the number of current and proposed FTEs, by type. By virtue of our geographic location, we anticipate recruiting additional staff from Adams County as well as from neighboring counties in the region. To be effective in staff recruitment and retention, IN-RCG offers competitive wage and benefit packages. Further, to ensure that we have adequate staff across all our facilities in Washington, we have built a local float pool of WA Licensed Patient Care Techs and RN's to ensure we have coverage for patient care. Fresenius also has an internal staffing agency, Fresenius Travel, in which we can request assistance. We also have the capability of using outside staffing agencies to fill critical needs.

For the above reasons, IN-RCG believes that we will be successful in recruiting additional qualified, core staff to provide and promote quality of care at FMC Leah Layne.

8. Provide a listing of proposed ancillary and support agreements for the facility. For existing facilities, provide a listing of the vendors.

Please see Table 11 below.

Table 11. List of Ancillary and Support Vendors for FMC Leah Layne

NAME	Service
AIR GAS-NOR PAC	oxygen
ALLEGIS GOLABL SOLUTIONS INC.	RECRUITING
ASD HEALTHCARE	AGENCY
AT&T	PHONE
AVISTA	UTILITIES
BASIN	HEATING & COOLING
BEACON HILL STAFFING GROUP, INC.	RECRUITING
BETTERWATER	Water
BFS ASSOCIATES	RECRUITING
CALEM MEDICAL INC.	equipment
CARSTENS	CHART SUPPLIES
CDW DIRECT (COMPUTERS)	Computers
CHAMPION MANUFACTURING (CHAIRS)	Furniture
CHG Medical Staffing	Travel Staff
CINTAS	Lab Services
CITY OF OTHELLO	UTILITIES
City Wide Maintenance	Janitor services
CLIA LABORATORY USER FEE	Janitor services
CONSOLIDATED DISPOSAL	MEDICAL WASTE
Culligan	Water
DELL (ERS)	Computers
DELL MARKETING LP	Computers
DEPT. OF HEALTH	Regulation
DIRECT TV	CABLE
DURASHINE	Janitor services
FASHION SEAL	SCRUBS
FEDEX	Mailing
FIRE SYSTEMS WEST	Fire Prevention
FIRST ADVANTAGE	RECRUITING
FIRST CHOICE	COFFEE
GRAINGER	Supplies
HARRIS EQUIPMENT FIANCNE CO.	LEASE EXPENSE
HELMER MEDICATION REFRIGATORS	REFRIGATORS
HENRY SCHEIN	Supplies
HOLIDAY INN EXPRESS	HOTEL
IRON MOUNTAIN	RECORDS STORAGE
ISO PURE	Water
JCB	lab supplies
JOE'S TREE AND LANDSCAPE SERVICE	GOUNDS MAINTENANCE
LANGUAGE LINE	Translation

LEXMARK	COPIER SERVICE
MAR COR PURIFICATIONS	Equipment
MASCO PETROLEUM	Diesel
MASSMUTUAL ASSET FINANCE, LLC	LEASE EXPENSE
MESA LABORATORIES	Lab Services
NATIONAL COMMUNINCATINS	UTILITIES
OTHELLO HOTEL PARTERNS	HOTEL
OXARC	OXYGEN
R&M OTHER MEDICAL	Supplies
RANDALL G. LANGEHN	CONSTRUCTION
RANSTAD PROFESSIONALS US, LP	RECRUITING
RCG NORTHWEST INCE DBA NW	RENT EXPENSE
SHRED IT	RECYCLING DESTRUCTION
SOMETHING ELSE DELI	FOOD VENDOR
SPOKANE CHAMBER	COMMUNITY MEMBERSHIP
SPOKANE PRINCESS PROPERTIIES	HOTEL
STAMPS	POSTAGE
STANLEY ACCESS TECH/DOOR	SERVICE
STANLEY SECURITY	SECURITY SERVICE
STAPLES	Office Supplies
STERICYCLE (BIO-HAZARD)	Bio Hazard
Storemans(Thriftway)	Grocery/ Supplies
SUPERIOR BUILDING SERVICE INC	Building/ Contruction Services
TALENTHURST INC	RECRUITING
TCMS (HVAC SERVICES)	HVAC Services
TELEHEALTH (TV'S)	TV supply
TERMINIX	MAINTENANCE
TMG GASES	UTILITIES
TMP WORLDWIDE	RECRUITING
TRULY NOLAN OF AMERICA	Supplies
U.S. BANK NATIOONAL ASSOCATION	PROFESSIONAL DEVELOPMENT
ULINE	medical supplies
ULITMATE SERVICE ASSOCIATES	GENERATOR MAINTENANCE
UPS	MAILING
USPS	MAILING
WA Dept. of Health	Regulation
WATER PRO	Water
WEST ROCK RKT	LEASE EXPENSE
WESTERN STATES FIRE PROTECTION CO.	FIRE EXTINGUISHERS

9. **For existing facilities, provide a listing of ancillary and support service vendors already in place.**

Please see our response above for a list of ancillary and support service vendors already in place.

10. **For new facilities, provide a listing of ancillary and support services that will be established.**

FMC Leah Layne is an existing facility. Therefore, this question is not applicable.

11. **Provide a listing of ancillary and support services that would be provided on site and those provided through a parent corporation off site.**

All patient care and support services except senior management, financial, legal, planning, marketing, architectural/construction and research and development are provided on-site at each clinic.

12. **Identify whether any of the existing ancillary or support agreements are expected to change as a result of this project.**

There are no anticipated changes to the existing ancillary or support agreements as a result of this project.

13. **If the dialysis center is currently operating, provide a listing of healthcare facilities with which the dialysis center has working relationships.**

Please see Exhibit 13 for our transfer agreements with Providence Holy Family Hospital, Othello Community Hospital, Providence Sacred Heart Medical Center, and Valley Hospital.

14. **For new a new facility, provide a listing of healthcare facilities that the dialysis center would establish working relationships.**

FMC Leah Layne is an existing facility. Therefore, this question is not applicable.

15. **Clarify whether any of the existing working relationships would change as a result of this project.**

There are no anticipated changes expected as a result of this project.

16. **Fully describe any history of the applicant_concerning the actions noted in Certificate of Need rules and regulations WAC 246-310-230(5)(a). If there is such history, provide documentation that the proposed project will be operated in a manner that ensures safe and adequate care to the public to be served and in conformance with applicable federal and state requirements. This could include a corporate integrity agreement or plan of correction.**

The applicant has no history with respect to the actions noted in WAC 246-310-230(5)(a).

17. **Provide documentation that the proposed project will promote continuity in the provision of health care services in the planning area, and not result in an unwarranted fragmentation of services. WAC 246-310-230**

The proposed project promotes continuity of care as it seeks to expand FMC Leah Layne's existing dialysis care services. Further, we have provided documentation that FMC Leah Layne has met all standards contained in WAC 246-310-818, demonstrating 'Special Circumstance' evident by the high demand for the facility's services and warranting approvable for expansion of 1 additional station.

18. **Provide documentation that the proposed project will have an appropriate relationship to the service area's existing health care system as required in WAC 246-310-230.**

FMC Leah Layne has an established relationship with the community and other health care providers in the area. The additional station will not only ensure timely access to dialysis services, but it will also realize increased efficiency and economies of scale.

See Exhibit 13 for FMC Leah Layne's transfer agreement with with Providence Holy Family Hospital, Othello Community Hospital, Providence Sacred Heart Medical Center, and Valley Hospital.

19. **Provide documentation to verify that the facility would be operated in compliance with applicable state and federal standards. The assessment of the conformance of a project to this criterion shall include, but not be limited to, consideration as to whether:**
    a. **The applicant or licensee has no history, in this state or elsewhere, of a criminal conviction which is reasonably related to the applicant's competency to exercise responsibility for the ownership or operation of a health care facility, a denial or revocation of a license to operate a health care facility, a revocation of a license to practice a health profession, or a decertification as a provider of services in the Medicare or Medicaid program because of failure to comply with applicable federal conditions of participation; or**

    The applicant has no history with actions noted above or in WAC 246-310-230 (5) (a).

    b. **If the applicant or licensee has such a history, whether the applicant has affirmatively established to the department's satisfaction by clear, cogent and convincing evidence that the applicant can and will operate the proposed project for which the certificate of need is sought in a manner that ensures safe and adequate care to the public to be served and conforms to applicable federal and state requirements.**

    This question is not applicable. Both IN-RCG and Fresenius have proven track records in complying with applicable state and federal rules and regulations.

D. Cost Containment (WAC 246-310-240)

1. Identify all alternatives considered prior to submitting this project.

The following three options were evaluated in the alternatives analysis:

- Option One: Add one (1) station to the existing facility—The Project
- Option Two: Postponing the request—Do Nothing
- Option Three: Add four (4) stations to the existing facility

Another option, *Add two (2) stations to the existing facility*, was initially considered but not further analyzed because FMC Leah Layne does not meet the standards under WAC 246-310-818 to be approved for two additional stations.

2. Provide a comparison of the project with alternatives rejected by the applicant. Include the rationale for considering this project to be superior to the rejected alternatives. Factors to consider can include, but are not limited to: patient access to healthcare services, capital cost, legal restrictions, staffing impacts, quality of care, and cost or operation efficiency.

Please see Tables 12-15, respectively. They provide a summary of advantages and disadvantages of each of the three options based on the following evaluative criteria: Promoting availability, or access to healthcare services; Promoting Quality of Care; Promoting Cost and Operating Efficiency; and Legal Restrictions.

Table 12. Alternatives Analysis: Promoting Access to Healthcare Services.

Option:	Advantages/Disadvantages:
Option One Add one (1) station to the existing facility—The Project	• Adds additional dialysis stations to the Planning Area, as warranted by WAC 246-310-818. (Advantage ("A")) • Residents of the Planning Area will be better able to access needed facility dialysis services and would not be forced to out-migrate to other facilities outside the planning area--improves access. (A) • Given FMC Leah Layne is an existing facility, this Option would provide immediate access. (A)
Option Two Do nothing	• Would do nothing to improve access (Disadvantage ("D")). • Outmigration would increase (D).
Option Three Add four (4) stations to the existing facility	• Adds additional dialysis stations to the Planning Area, as warranted by WAC 246-310-812. (A)

Table 13. Alternatives Analysis: Promoting Quality of Care.

Option:	Advantages/Disadvantages:
Option One Add one (1) station to the existing facility—The Project	• Adds additional dialysis station capacity as warranted by WAC 246-310-818. This promotes access, reduces fragmentation, thus, promotes quality (A). • Residents of the Planning Area would have increased dialysis station capacity--this improves quality of care inasmuch as it improves continuity of care (A).
Option Two Do nothing	• Planning Area residents will need to out-migrate to receive care, and do so in increasing numbers without added capacity. As such, patient care will be fragmented, which harms access and quality of care (D)
Option Three Add four (4) stations to the existing facility	• Adds additional dialysis station capacity as warranted by WAC 246-310-812. This promotes access, reduces fragmentation, thus, promotes quality (A). • Residents of the Planning Area would have increased dialysis station capacity--this improves quality of care inasmuch as it improves continuity of care (A).

Table 14. Alternatives Analysis: Promoting Cost and Operating Efficiency.

Option:	Advantages/Disadvantages:
Option One Add one (1) station to the existing facility—The Project	• Approval of the expansion project request will allow for the facility to optimize its capacity and achieve corresponding economies of scale. (A) • Would not require re-location of supplies and equipment, minimizing impact on existing operations and capital expenditures associated with the project. (A) • The most cost-effective solution to meet facility demand in the Planning Area. (A)
Option Two Do nothing	• Capital and operating costs would be least under this option, since there would be none (A). • However, would inefficiently use existing space as there is space for one additional station that is warranted by WAC 246-310-818. (D) • Suffers from significant disadvantages by not promoting access and continuity of care. Forces patients to continue to out-migrate, which is inefficient and costly for planning area residents (D).
Option Three Add four (4) stations to the existing facility	• This Option would require significantly more alterations from current layout which would require substantially more capital expenditures. (D)

Table 15. Alternatives Analysis: Legal Restrictions.

Option:	Advantages/Disadvantages:
Option One Add one (1) station to the existing facility—The Project	• This option requires certificate-of-need approval.
Option Two Do nothing	• There are no legal implications with this option.
Option Three Add four (4) stations to the existing facility	• This option requires certificate-of-need approval.

3. **For existing facilities, identify your closest two facilities as required in WAC 246-310-827(3)(a).**

The two closest facilities to FMC Leah Layne include:

FKC Moses Lake
847A E Broadway Ave
Moses Lake, WA 98837

FKC Columbia Basin
6600 W Rio Grande Ave
Kennewick, WA 99336

4. **For new facilities, identify your closes three facilities as required in WAC 246-310-827(3)(b).**

This project does not involve a new facility. Therefore, this question is not applicable.

5. **Identify whether any aspects of the facility's design could lead to operational efficiency. This could include but is not limited to: LEED building, water filtration, or the methods for construction, etc. WAC 246-310-240(2) and (3).**

No changes are anticipated. Therefore, this question is not applicable.

Exhibit 1.

Organizational Chart – Fresenius Medical Care Holdings

Fresenius Kidney Care- Renal Care Group Organizational Chart

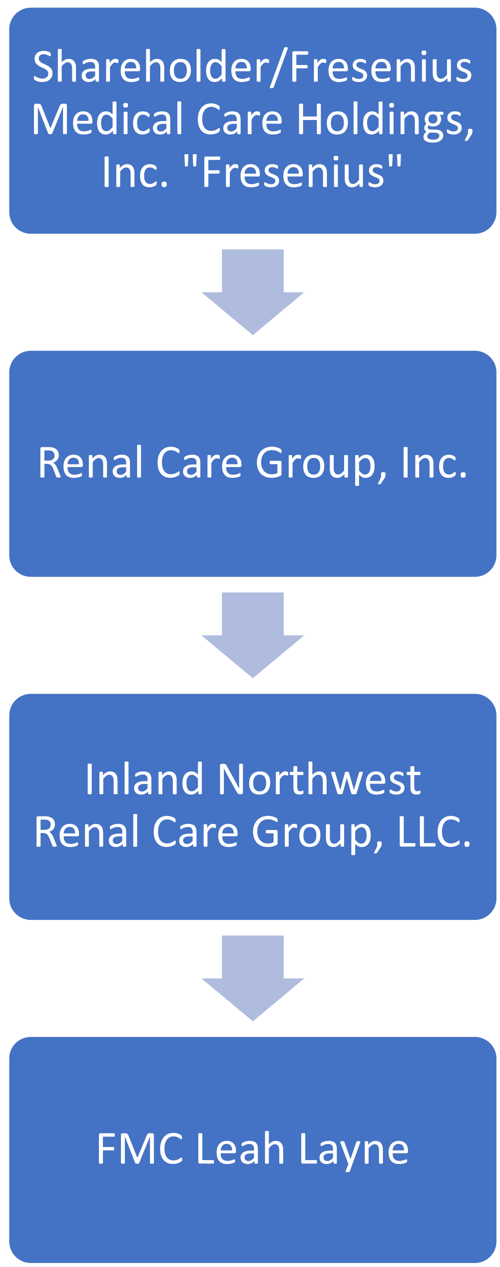

Exhibit 2.

Facilities Owned and Operated by Fresenius Medical Care Holdings

DL ID	DL Name	Address 1	Address 2	City	State	Zip	Phone	Fax
1008	NEW CASTLE - JV	207 W LAUREL AVE		NEW CASTLE	PA	16101	724-658-1216	724-658-4204
1015	POTTSTOWN - JV	2223 E HIGH ST		POTTSTOWN	PA	19464	610-705-1895	610-705-1896
1021	RIO GRANDE CITY	2533 CENTRAL PALM DR		RIO GRANDE CITY	TX	78582	956-487-5040	956-487-6360
1028	ATHENS	943 DECATUR PIKE		ATHENS	TN	37303	423-507-9712	423-507-9715
1030	LAS VEGAS	246 MILLS AVE		LAS VEGAS	NM	87701	505-454-7012	505-425-3085
1031	SHAWNEE	3807 N HARRISON ST		SHAWNEE	OK	74804	405-878-9300	405-878-9579
1034	EAST NORTHAMPTON COUNTY	121 N CHURCH ST	PO BOX 325	CONWAY	NC	27820	252-585-0236	252-585-0542
1035	AKRON EAST	199 PERKINS ST		AKRON	OH	44304	330-376-7600	330-376-4757
1036	ARDENWOOD \ WARM SPRINGS	37478 CEDAR BLVD	# A	NEWARK	CA	94560	510-744-0790	510-744-0796
1037	CRAWFORD COUNTY \ BUCYRUS	701 TIFFIN ST		BUCYRUS	OH	44820	419-562-3000	419-562-5794
1040	HOCKING HILLS ACUTES	1550 SHERIDAN DR	STE 206	LANCASTER	OH	43130	740-689-0566	740-689-0366
1044	CARBON COUNTY \ PALMERTON	168 S SGT STANLEY HOFFMAN BLVD	ROUTE 209 BYPASS	LEHIGHTON	PA	18235	610-379-0330	610-379-0336
1047	ROMULUS	11200 METRO AIRPORT CENTER DR	STE 120	ROMULUS	MI	48174	734-955-7333	734-955-6971
1049	NORTHEAST LA ACUTES	711 WOOD ST		MONROE	LA	71201	318-327-4405	318-323-1341
1060	AVANTUS - IRVING PLACE	120 E 16TH ST	FL 6	NEW YORK	NY	10003	646-602-6950	646-602-6956
1061	PAMLICO	1983 W 5TH ST		WASHINGTON	NC	27889	252-975-5950	252-975-6250
1062	ST. JOHN'S	3132 SAINT JOHNS BLUFF RD S		JACKSONVILLE	FL	32246	904-641-0806	904-641-1037
1063	NORTH LAFAYETTE	910 MARTIN LUTHER KING JR DR		LAFAYETTE	LA	70501	337-234-0084	337-234-0143
1064	PINEVILLE	151 SANDIFER LN		PINEVILLE	LA	71360	318-443-7131	318-442-2920
1065	YAZOO CITY	716 GRAND AVE		YAZOO CITY	MS	39194	662-746-4172	662-746-6879
1066	EASTERN SHORE	124 PROFESSIONAL PARK DR		FAIRHOPE	AL	36532	251-928-7835	251-928-0264
1071	NORTHEAST LOUISIANA	711 WOOD ST		MONROE	LA	71201	318-322-7565	318-322-0387
1073	DELHI	307 DETROIT ST		DELHI	LA	71232	318-878-9072	318-878-9075
1074	METRO NORTH	GRANDVIEW PLAZA SHOPPING CTR #2		FLORISSANT	MO	63033	314-831-7990	314-831-7431
1075	NORMANDY \ METRO NORMANDY	25 N OAKS PLZ		NORMANDY	MO	63121	314-389-4105	314-389-4128
1080	HOUMA	800 POINT ST		HOUMA	LA	70360	985-868-0989	985-868-5131
1083	KEMPSVILLE	6320 N CENTER DR	STE 140	NORFOLK	VA	23502	757-466-9446	757-747-2779
1087	HARRISBURG	4343 UNION DEPOSIT RD	UNION COURT	HARRISBURG	PA	17111	717-564-5690	717-564-8490
1092	LINCOLNTON	1090 S GROVE STREET EXT		LINCOLNTON	NC	28092	704-736-9300	704-736-9480
1095	FLORIDA KIDNEY CENTER	7309 W OAKLAND PARK BLVD		TAMARAC	FL	33319	954-578-7678	954-578-7654
1098	TAMARAC KIDNEY CENTER	7059 NW 88TH AVE		TAMARAC	FL	33321	954-721-0093	954-721-3817
1102	LEWISTON	710 MAIN ST		LEWISTON	ME	4240	207-784-2268	207-784-3690
1104	JACKSONVILLE	1944 ATLANTIC BLVD		JACKSONVILLE	FL	32207	904-396-7203	904-396-9704
1107	NEW IBERIA	609 RUE DE BRILLE		NEW IBERIA	LA	70563	337-364-1185	337-364-1187
1108	LATROBE	121 W 2ND AVE		LATROBE	PA	15650	724-537-9830	724-532-1971
1109	FRAMINGHAM	110 MOUNT WAYTE AVE		FRAMINGHAM	MA	1702	508-628-3801	508-628-3806
1110	BOSTON - TKC	888 COMMONWEALTH AVE		BOSTON	MA	2215	617-739-3000	617-739-3885
1111	WESTERN MASS KIDNEY CENTER / SPRINGFIELD	2000 MAIN ST		SPRINGFIELD	MA	1103	413-739-5601	413-746-5033
1112	CAPE COD	241 WILLOW ST		YARMOUTH PORT	MA	2675	508-362-4535	508-362-9451
1113	TUCKER	4845 LAVISTA RD		TUCKER	GA	30084	770-491-7177	770-491-8588
1114	BELLE GLADE	933 SE 1ST ST		BELLE GLADE	FL	33430	561-996-0602	561-996-9610
1115	WASHINGTON	6420 ROCKLEDGE DR		BETHESDA	MD	20817	301-652-2554	301-718-0194
1117	SOUTHEAST WASHINGTON	1350 SOUTHERN AVE SE		WASHINGTON	DC	20032	202-561-0828	202-561-7257
1118	COLUMBIA HEIGHTS	106 IRVING ST NW	NORTH TOWER SUITE 14	WASHINGTON	DC	20010	202-829-0060	202-829-6326
1119	DUPONT CIRCLE	11 DUPONT CIR NW		WASHINGTON	DC	20036	202-483-0176	202-483-5189
1120	PHILADELPHIA	4216 MARKET ST		PHILADELPHIA	PA	19104	215-662-5990	215-662-5986
1123	POTTSVILLE	278 INDUSTRIAL PARK RD		POTTSVILLE	PA	17901	570-429-1900	570-429-1166
1124	DIALYSIS CENTER OF NEWINGTON	375 WILLARD AVE		NEWINGTON	CT	6111	860-667-3898	860-665-8067
1125	MIAMI	1601 NW 8TH AVE		MIAMI	FL	33136	305-324-1727	305-324-8826

1127	HIALEAH	7170 W 20TH AVE		HIALEAH	FL	33016	305-825-2046	305-822-2244
1130	TAMPA	3242 HENDERSON BLVD	STE 200	TAMPA	FL	33609	813-872-0933	813-872-0519
1131	FREDERICKSBURG	230 EXECUTIVE CENTER PKWY		FREDERICKSBURG	VA	22401	540-371-9531	540-371-4709
1132	NO VIRGINIA/ALEXANDRIA	4141 DUKE ST		ALEXANDRIA	VA	22304	703-370-8250	703-212-7296
1135	NORFOLK	5623 TIDEWATER DR		NORFOLK	VA	23509	757-855-2186	757-855-2797
1137	BMA EUREKA	2765 TIMBER RIDGE LN		EUREKA	CA	95503	707-445-2033	707-445-8026
1141	LONG BEACH	440 W OCEAN BLVD		LONG BEACH	CA	90802	562-432-4444	562-435-5764
1146	WEST CHARLOTTE	3057 FREEDOM DR		CHARLOTTE	NC	28208	704-393-5509	704-393-5701
1149	FREMONT	39505 PASEO PADRE PKWY		FREMONT	CA	94538	510-659-1240	510-659-1931
1154	WEST HOUSTON	9623 LONG POINT RD		HOUSTON	TX	77055	713-932-6324	713-932-6575
1155	HOUSTON	2616 BLODGETT ST		HOUSTON	TX	77004	713-522-2964	713-522-2968
1157	ABILENE	1802 PINE ST		ABILENE	TX	79601	325-672-3243	325-673-6443
1158	AMARILLO	5920 W AMARILLO BLVD		AMARILLO	TX	79106	806-353-9182	806-353-8542
1161	WACO	2329 N 39TH ST		WACO	TX	76708	254-752-5503	254-752-4844
1169	SANTA FE	641 HARKLE RD		SANTA FE	NM	87505	505-982-9427	505-984-8243
1172	LOS GATOS	14651 S BASCOM AVE	STE 100	LOS GATOS	CA	95032	408-358-3791	408-358-6209
1174	PITT COUNTY	510 PALADIN DR		GREENVILLE	NC	27834	252-752-1520	252-752-3899
1176	GREENSBURG	562 SHEARER ST	STE B100	GREENSBURG	PA	15601	724-832-8061	724-832-9311
1182	OKEECHOBEE	201 SW 16TH ST		OKEECHOBEE	FL	34974	863-467-7654	863-467-9248
1185	PASADENA	8537 GULF FWY		HOUSTON	TX	77017	713-947-9564	713-947-1717
1186	BRANDYWINE \ WILMINGTON	303 A ST		WILMINGTON	DE	19801	302-656-8450	302-656-1906
1187	AMITE	110 N 1ST ST		AMITE	LA	70422	985-748-8155	985-748-8156
1190	PORTLAND	1600 CONGRESS ST		PORTLAND	ME	4102	207-774-5985	207-780-0806
1191	MARRERO	1111 MEDICAL CENTER BLVD		MARRERO	LA	70072	504-348-1845	504-371-8109
1193	MAGEE	211 1ST ST SE		MAGEE	MS	39111	601-849-3053	601-849-6264
1194	SEGUIN - JV	128 S MOSS ST	STE 500	SEGUIN	TX	78155	830-303-1035	830-379-9771
1195	SUFFOLK	1005 COMMERCIAL LN	HAMPTON ROAD PROFE	SUFFOLK	VA	23434	757-934-0009	757-934-6260
1196	SANFORD	419 E 1ST ST		SANFORD	FL	32771	407-688-6765	407-688-9478
1197	ROSENBERG	4519 READING RD		ROSENBERG	TX	77471	281-341-7425	281-239-7358
1200	LANGDALE \ VALLEY	8 MEDICAL PARK		VALLEY	AL	36854	334-756-4192	334-756-5882
1201	BRISTOL	1 MEDICAL PARK BLVD	SUITE 100 EAST	BRISTOL	TN	37620	423-652-2248	423-652-1738
1202	NEW JERSEY MOBILE	879 RAHWAY AVE		UNION	NJ	7083	908-687-5016	908-687-7714
1204	MOBILE	2620 OLD SHELL RD		MOBILE	AL	36607	251-476-2762	251-476-2076
1209	HAZLETON	110 BUTLER DR		HAZLETON	PA	18201	570-454-3558	570-454-0020
1211	CARNEY	2100 DORCHESTER AVE	SUITE 1 SOUTH	DORCHESTER	MA	2124	617-298-2475	617-298-3513
1212	MARIETTA	1277 KENNESTONE CIR		MARIETTA	GA	30066	770-424-8391	770-424-8399
1213	CROWLEY	625 E 8TH ST		CROWLEY	LA	70526	337-783-0013	337-783-4945
1214	HUMACAO	200 CALLE DR. VIDAL		HUMACAO	PR	791	787-850-0033	787-285-4627
1215	MAYAGUEZ	1050 CORAZONES AVE.	SUITE 101	MAYAGUEZ	PR	680	787-834-5335	787-832-7722
1216	MIDLAND	3302 W GOLF COURSE RD		MIDLAND	TX	79703	432-522-2300	432-522-2308
1217	FORT COLLINS	1213 RIVERSIDE AVE		FORT COLLINS	CO	80524	970-493-7575	970-224-4853
1218	MCALLEN	1325 E QUEBEC AVE		MCALLEN	TX	78503	956-682-1259	956-687-4884
1219	BROWNSVILLE	2600 N CORIA ST		BROWNSVILLE	TX	78520	956-546-3738	956-546-0460
1222	EASTON	3501 NORTHWOOD AVE		EASTON	PA	18045	610-253-4278	610-253-7565
1223	BETHLEHEM	2014 CITY LINE RD	STE 102	BETHLEHEM	PA	18017	610-264-9660	610-264-9760
1224	DELTONA	1200 DELTONA BLVD		DELTONA	FL	32725	386-574-0225	386-574-6460
1228	NORTHERN GEORGIA	411 HOSPITAL RD		CANTON	GA	30114	770-479-0259	770-479-0268
1229	CYPRESS CREEK	9449 GROGANS MILL RD		THE WOODLANDS	TX	77380	281-363-1262	281-292-9470
1231	CAGUAS	ROAD 1, KM 34.6 BARRIO BAIROA	CAGUITAS MALL	CAGUAS	PR	726	787-743-1334	787-743-1338
1232	BAYAMON	ROAD 2 KM 11.2	FRANCISCO RODRIGUEZ	BAYAMON	PR	961	787-787-9353	787-787-4410
1233	HAMMOND	16081 DOCTORS BLVD		HAMMOND	LA	70403	985-345-5621	985-345-5622

1234	METAIRIE	4425 UTICA ST		METAIRIE	LA	70006	504-455-5535	504-455-5253
1239	UVALDE - JV	1819 GARNER FIELD RD		UVALDE	TX	78801	830-278-1126	830-591-0224
1241	SOUTH SAN ANTONIO - JV	1335 SE MILITARY DR		SAN ANTONIO	TX	78214	210-923-5475	210-922-5475
1243	N.W. SAN ANTONIO ACUTES	1222 MCCULLOUGH AVE		SAN ANTONIO	TX	78212	210-227-5195	210-444-1261
1245	BALTIMORE	2801 GREENMOUNT AVE	STE 2833	BALTIMORE	MD	21218	410-235-5659	410-243-0102
1246	MEDFORD	305 MYSTIC AVE		MEDFORD	MA	2155	781-396-9282	781-396-0088
1249	CHESTER	501 HEALTH WAY DR		CHESTER	SC	29706	803-377-8127	803-581-5971
1250	LOUISVILLE	720 E BROADWAY		LOUISVILLE	KY	40202	502-584-3021	502-589-2629
1253	ANN ARBOR	5205 MCAULEY DR		YPSILANTI	MI	48197	734-434-9511	734-434-7255
1255	BEAUFORT/LOW COUNTRY DIALYSIS FACILITY	10 JOHNNY MORRALL CIR	TWO PROFESSIONAL DR	PORT ROYAL	SC	29935	843-524-2373	843-524-5584
1256	BAYTOWN	2202 ROLLINGBROOK DR		BAYTOWN	TX	77521	281-422-3794	281-428-7199
1257	NORTHEAST WISCONSIN \ NEENAH	300 N COMMERCIAL ST		NEENAH	WI	54956	920-725-7861	920-725-0208
1258	CARBONDALE	1425 E MAIN ST		CARBONDALE	IL	62901	618-351-8031	618-351-8043
1260	AUGUSTA	1109 MEDICAL CENTER DR	BLDG H	AUGUSTA	GA	30909	706-860-9220	706-860-6124
1261	TRENTON	40 FULD ST		TRENTON	NJ	8638	609-394-5104	609-394-3031
1262	MANSFIELD	647 BALLY ROW		MANSFIELD	OH	44906	419-775-1730	419-775-1028
1263	LIVONIA	32423 SCHOOLCRAFT RD		LIVONIA	MI	48150	734-525-0780	734-525-6313
1264	GAINESVILLE	1775 NW 80TH BLVD		GAINESVILLE	FL	32606	352-332-8998	352-332-8845
1265	DETROIT	9300 CONANT ST		HAMTRAMCK	MI	48212	313-758-0016	-758-0021;313-785-C
1267	PONCE	CARR. 2 KM 23.8 BO. CANAS - PONCE BYPAS	SAN JORGE PROFESSIOL	PONCE	PR	731	787-844-6050	787-840-6221
1269	SOUTH GREENSBORO KIDNEY CENTER	622 INDUSTRIAL AVE		GREENSBORO	NC	27406	336-271-8178	336-230-1523
1270	THOMSON	1020 W HILL ST		THOMSON	GA	30824	706-595-9280	706-595-6316
1271	WILKES BARRE	307 LAIRD ST	STE 1	WILKES BARRE	PA	18702	570-825-9531	570-825-2055
1272	CENTRAL OHIO/COLUMBUS	4661 KARL RD		COLUMBUS	OH	43229	614-840-0012	614-840-0017
1273	AKRON	345 BISHOP ST		AKRON	OH	44307	330-376-4905	330-376-4060
1274	EAST STROUDSBURG	125 S COURTLAND ST		EAST STROUDSBURG	PA	18301	570-476-1606	570-476-5737
1276	ALLENTOWN	3136 HAMILTON BLVD		ALLENTOWN	PA	18103	610-435-6718	610-435-2556
1277	FAIRFAX	8316 ARLINGTON BLVD		FAIRFAX	VA	22031	703-698-8070	703-205-9518
1278	ALBUQUERQUE	1600 RANDOLPH CT SE		ALBUQUERQUE	NM	87106	505-244-3633	505-244-3733
1281	CENTRAL PHILADELPHIA	417 N 8TH ST		PHILADELPHIA	PA	19123	215-413-3050	215-413-3056
1282	SANTA BARBARA	222 PESETAS LN		SANTA BARBARA	CA	93110	805-964-7873	805-683-0855
1284	SAN JUAN	461 CALLE FRANCIA	ANTILLAS WAREHOUSE ,	SAN JUAN	PR	917	787-764-5698	787-754-0618
1285	SAN ANTONIO - JV	9010 CULEBRA RD		SAN ANTONIO	TX	78251	210-520-4303	210-520-5361
1287	SOUTHWEST FORT WORTH	4804 BRYANT IRVIN CT		FORT WORTH	TX	76107	817-738-8703	817-732-6126
1290	TREASURE COAST NORTH	2348 SE OCEAN BLVD		STUART	FL	34996	772-286-2470	772-223-5829
1291	ORLANDO	775 GATEWAY DRIVE	SUITE 1010	ALTAMONTE SPRINGS	FL	32714	407-294-2456	407-294-4997
1293	PINELLAS PARK DIALYSIS	7910 US HIGHWAY 19 N		PINELLAS PARK	FL	33781	727-544-5916	727-546-4216
1296	ALEXANDRIA	225 N BOLTON AVE		ALEXANDRIA	LA	71301	318-487-1063	318-487-1082
1297	CLEARWATER	26338 US HIGHWAY 19 N		CLEARWATER	FL	33761	727-723-8123	727-723-8560
1298	JERSEY CITY	107-123 PACIFIC AVENUE		JERSEY CITY	NJ	7304	201-451-3760	201-451-2863
1301	SEBRING	40 MEDICAL CENTER AVE		SEBRING	FL	33870	863-385-7351	863-385-8962
1308	ATLANTA	1720 PHOENIX PKWY		COLLEGE PARK	GA	30349	770-996-5889	770-996-0112
1309	EASTMAN	1078 PLAZA AVE		EASTMAN	GA	31023	478-374-4777	478-374-1079
1310	NORTH HOUSTON	5435 ALDINE MAIL RD		HOUSTON	TX	77039	281-987-7772	281-987-7781
1312	EASTERN TENNESSEE	180 SERRAL DR		GREENEVILLE	TN	37745	423-638-1201	423-638-9397
1314	NORTHEAST PHILADELPHIA	900 E HOWELL ST	STE A	PHILADELPHIA	PA	19149	215-831-6170	215-831-6176
1315	HOUSTON ACUTES - NORTH	8340 COFFEE ST		HOUSTON	TX	77033	713-839-8026	713-839-8392
1317	VERO BEACH	1515 INDIAN RIVER BLVD	STE A101	VERO BEACH	FL	32960	772-778-4917	772-778-0884
1319	SOUTH PLAINS	6630 QUAKER AVE	STE 102	LUBBOCK	TX	79413	806-793-1414	806-793-0932
1325	NORTH CHARLOTTE	5220 N TRYON ST	STE A	CHARLOTTE	NC	28213	704-596-0680	704-596-0682
1328	CHARLOTTE	928 BAXTER ST		CHARLOTTE	NC	28204	704-348-2952	704-358-9573

1329 GASTONIA / LOWELL	348 BURTONWOOD DR		GASTONIA	NC	28054	704-864-8863	704-854-8871
1330 PINE BROOK	155 BERKELEY AVE		NEWARK	NJ	7107	973-412-0066	973-412-9077
1331 MARTINSBURG	103 MARCLEY DR		MARTINSBURG	WV	25401	304-263-0964	304-267-3899
1332 NEWARK/EAST ORANGE	91 HARTFORD ST		NEWARK	NJ	7103	973-624-7100	973-624-7113
1333 ABINGTON	1036 EASTON RD		WILLOW GROVE	PA	19090	215-657-5595	215-657-2056
1334 IRVINGTON	10 CAMPTOWN RD		IRVINGTON	NJ	7111	973-399-1111	973-399-0325
1337 WELLINGTON	9835 LAKE WORTH RD	STE 13	LAKE WORTH	FL	33467	561-969-7799	561-969-1175
1338 HILLSIDE	879 RAHWAY AVE	RUTH KILMAN MEMORI	UNION	NJ	7083	908-964-5609	908-688-7108
1339 INVERNESS DIALYSIS CENTER	1510 HIGHWAY 41 N		INVERNESS	FL	34450	352-637-0500	352-396-9704
1343 SOUTH ST. PETERSBURG	650 34TH ST S		SAINT PETERSBURG	FL	33711	727-321-2527	727-327-9603
1344 CAROLINA	C8 COND PONTEZUELA	GOLDEN TOWER CONDC	CAROLINA	PR	983	787-257-2770	787-257-4180
1345 GUAYAMA	VILLA ROSA I, ROAD NBR 3 KM 135.7	AVENIDA LOS VETERAN(	GUAYAMA	PR	784	787-864-7551	787-864-0774
1347 LAKE CITY	1445 SW MAIN BLVD		LAKE CITY	FL	32025	386-755-4990	904-755-7197
1349 NORTHEAST ALBUQUERQUE	11296 LOMAS BLVD NE		ALBUQUERQUE	NM	87112	505-298-5557	505-298-0014
1355 LEONARDTOWN	40865 MERCHANTS LN		LEONARDTOWN	MD	20650	301-870-2174	301-475-6525
1356 CAMP SPRINGS	3700A SAINT BARNABAS RD		SUITLAND	MD	20746	301-423-5657	301-423-4127
1357 SHREVEPORT	3949 SOUTHERN AVE		SHREVEPORT	LA	71106	318-869-3016	318-869-3602
1358 KINSTON	604 AIRPORT RD		KINSTON	NC	28504	252-522-5725	252-522-5073
1359 FRESNO	3636 N 1ST ST	STE 144	FRESNO	CA	93726	559-221-6311	559-221-7741
1361 BMA NEW RIVER VALLEY	1200 TYLER AVE	STE A	RADFORD	VA	24141	540-731-0610	540-633-0380
1365 THIBODAUX	694 S ACADIA RD		THIBODAUX	LA	70301	985-448-3540	985-448-3523
1366 GREENSBORO KIDNEY CENTER	2700 HENRY ST		GREENSBORO	NC	27405	336-375-1400	336-375-7888
1371 NEW ORLEANS EAST FERNCREST	14500 HAYNE BLVD		NEW ORLEANS	LA	70128	504-248-7136	504-248-7158
1372 NORTH JACKSONVILLE	10614 LEM TURNER RD		JACKSONVILLE	FL	32218	904-768-8576	904-768-3460
1373 SOUTHWEST HOUSTON	8303 CREEKBEND DR		HOUSTON	TX	77071	713-541-5541	713-981-4398
1374 NEW BERN	2113 NEUSE BLVD		NEW BERN	NC	28560	252-633-6303	252-633-9436
1375 ANACOSTIA	3929 MINNESOTA AVE NE		WASHINGTON	DC	20019	202-397-2700	202-396-2964
1378 NORTHWEST LOUISIANA	1800 BUCKNER ST	BUILDING A, SUITE 100	SHREVEPORT	LA	71101	318-227-9765	318-221-3587
1380 NORTHWEST PHILADELPHIA	4190 CITY AVE	ROWLAND HALL, SUITE	PHILADELPHIA	PA	19131	215-871-7774	215-871-7766
1381 OPELOUSAS	528 E VINE ST		OPELOUSAS	LA	70570	337-948-1550	337-948-8975
1382 BOSSIER	2907 PLANTATION DR		BOSSIER CITY	LA	71111	318-746-8440	318-746-8442
1383 THOUSAND OAKS	227 W JANSS RD		THOUSAND OAKS	CA	91360	805-496-6071	805-373-8730
1387 NATCHITOCHES	700 KEYSER AVE		NATCHITOCHES	LA	71457	318-352-1960	318-352-1962
1389 CHICOPEE DIALYSIS CENTER	317 MEADOW ST	I - 391 BUSINESS PARK	CHICOPEE	MA	1013	413-535-2529	413-535-1548
1390 GEORGETOWN DIALYSIS CENTER	712 N FRASER ST		GEORGETOWN	SC	29440	843-527-3431	843-527-1757
1391 JOHNSON CITY	100 TECHNOLOGY LN		JOHNSON CITY	TN	37604	423-929-7181	423-929-2548
1393 SAN GERMAN	TORRE MEDICA SAN VICENTE DE PAUL HC3BOX26504	RD. 2, KM 173.4, BO. CA	SAN GERMAN	PR	683	787-892-4660	787-892-3260
1394 ARECIBO	1072 AVE MIRAMAR	ROAD 2 KM 78.5	ARECIBO	PR	612	787-879-5248	787-880-3307
1395 FAIRMOUNT	1241 N TANEY ST		PHILADELPHIA	PA	19121	215-236-6634	215-236-6692
1398 CHARLESTON	2345 CHESTERFIELD AVE		CHARLESTON	WV	25304	304-345-7322	304-345-6103
1399 BECKLEY	1737 HARPER RD		BECKLEY	WV	25801	304-252-9270	304-252-9272
1400 MINDEN	610 FLEMING LN		MINDEN	LA	71055	318-371-1532	318-371-1534
1401 WESLACO	1614 E COMMERCIAL DR		WESLACO	TX	78596	956-973-1970	956-973-1774
1404 ENNIS	711 S CLAY ST	STE B	ENNIS	TX	75119	972-875-8469	972-875-8203
1406 WARNER ROBINS	118 OSIGIAN BLVD		WARNER ROBINS	GA	31088	478-953-6556	478-953-7879
1410 AGUADILLA	ROAD 459, KM 0.7 BO. CAMASEYES		AGUADILLA	PR	605	787-882-1212	787-882-7632
1411 ASHEBORO KIDNEY CENTER	187 BROWERS CHAPEL RD		ASHEBORO	NC	27205	336-318-0380	336-318-0388
1413 BRANDON	514 MEDICAL OAKS AVE		BRANDON	FL	33511	813-661-3815	813-661-3858
1415 MONROE	1338 E SUNSET DR		MONROE	NC	28112	704-289-8407	704-282-4232
1417 NEW CASTLE	207 W LAUREL AVE		NEW CASTLE	PA	16101	724-658-1216	724-658-4204
1419 BRADENTON	5902 POINTE WEST BLVD		BRADENTON	FL	34209	941-792-3290	941-794-6798

1422	WESTWOOD	90 GLACIER DR		WESTWOOD	MA	2090	781-326-9985	781-326-6440
1423	CAMARILLO	3801 LAS POSAS RD		CAMARILLO	CA	93010	805-388-2449	805-482-1869
1424	GREELEY	2343 W 27TH ST		GREELEY	CO	80634	970-330-6100	970-330-6103
1433	GRANT PARK	393 E TOWN ST	STE 111	COLUMBUS	OH	43215	614-469-0070	614-469-0005
1434	SOUTHERN INDIANA	810 EASTERN BLVD		CLARKSVILLE	IN	47129	812-288-7638	-283-8131;812-288-7
1435	JACKSON	381 MEDICAL DR		JACKSON	MS	39216	601-981-9652	601-981-3666
1436	NORTHERN ALABAMA	1311 MEMORIAL PKWY NW	STE 200	HUNTSVILLE	AL	35801	256-536-8571	256-536-6689
1437	HUNTSVILLE	2325 PANSY ST SW	STE C	HUNTSVILLE	AL	35801	256-536-1881	256-536-5273
1438	SCOTTSBORO	20998 JOHN T REID PKWY		SCOTTSBORO	AL	35768	256-259-4777	256-574-3743
1441	EASTERN VIRGINIA	111 MEDICAL PKWY	STE 100	CHESAPEAKE	VA	23320	757-549-1069	757-549-6704
1442	COVINGTON	7215 INDUSTRIAL BLVD NE		COVINGTON	GA	30014	770-788-7464	770-788-6533
1443	DEKALB-GWINNETT	497 WINN WAY		DECATUR	GA	30030	404-294-7070	404-294-4593
1447	FAYETTEVILLE	1315 AVON ST		FAYETTEVILLE	NC	28304	910-323-5288	910-433-2509
1448	LUMBERTON	720 WESLEY PINES RD		LUMBERTON	NC	28358	910-738-2421	910-671-4767
1449	DOVER	155 BORTHWICK AVE	STE 100E	PORTSMOUTH	NH	3801	603-436-4567	603-431-6067
1450	NEW HAMPSHIRE KIDNEY CENTER	248 PLEASANT ST	PILLSBURY BLDG., STE. (	CONCORD	NH	3301	603-224-9996	603-224-4896
1451	KENDALL	9193 SW 72ND ST		MIAMI	FL	33173	305-279-2010	305-273-8240
1452	METROPOLITAN MIAMI	5550 W FLAGLER ST		CORAL GABLES	FL	33134	786-388-1305	786-388-8089
1454	CANTON	1976 HIGHWAY 43 N		CANTON	MS	39046	601-859-2285	601-859-6493
1456	GREATER BALTIMORE	1840 YORK RD		TIMONIUM	MD	21093	410-560-1499	410-560-2997
1461	SAINT AUGUSTINE	1680 OSCEOLA ELEMENTARY RD		SAINT AUGUSTINE	FL	32084	904-824-6191	904-824-0546
1462	CAPITOL CITY	255 S JACKSON ST		MONTGOMERY	AL	36104	334-263-1028	334-263-0991
1463	SELMA	905 MEDICAL CENTER PKWY		SELMA	AL	36701	334-874-9021	334-874-9074
1464	OPELIKA	2609 VILLAGE PROFESSIONAL DR N	STE 2	OPELIKA	AL	36801	334-749-5085	334-745-4617
1465	TROY	606 BOTTS AVE		TROY	AL	36081	334-566-7266	334-566-7293
1466	NORTHEAST D.C.	817 VARNUM ST NE		WASHINGTON	DC	20017	202-832-4481	202-269-0070
1467	EAST GAINSVILLE \ ALACHUA	720 SW 2ND AVE		GAINESVILLE	FL	32601	352-335-1751	352-335-4112
1469	BUNKIE	102 STANDARD ST		BUNKIE	LA	71322	318-346-6348	318-346-6868
1471	RIO PIEDRAS	1535 PONCE DE LEON AVE.	EL CINCO WARD	SAN JUAN	PR	926	787-766-2296	787-754-2995
1473	PORT ST. LUCIE	1680 SE LYNGATE DR	STE 101	PORT SAINT LUCIE	FL	34952	772-335-2407	772-335-8509
1474	APOPKA	1065 W ORANGE BLOSSOM TRL		APOPKA	FL	32712	407-880-2121	407-880-2216
1477	CORSICANA	1321 W 2ND AVE		CORSICANA	TX	75110	903-872-7268	903-872-9641
1480	SOMERSET	119 TRADEPARK DR		SOMERSET	KY	42503	606-678-9811	606-678-2716
1481	ANDERSON	1815 JACKSON ST		ANDERSON	IN	46016	765-649-4792	765-649-9094
1482	BURLINGTON KIDNEY CENTER	3325 GARDEN RD		BURLINGTON	NC	27215	336-524-8989	336-524-8708
1483	SOUTHWEST JACKSON	1856 HOSPITAL DR		JACKSON	MS	39204	601-371-2896	601-372-8232
1485	CARSON	20710 LEAPWOOD AVE	SUITE E/F	CARSON	CA	90746	310-323-8997	310-323-1362
1486	NORTH SHREVEPORT	990 AERO DR		SHREVEPORT	LA	71107	318-425-7371	318-425-7373
1487	MANCHESTER DIALYSIS CENTER	1750 ELM ST	STE 100	MANCHESTER	NH	3104	603-647-4042	603-641-0359
1489	CLEAR LAKE	1550 LIVE OAK ST		WEBSTER	TX	77598	281-554-4900	281-554-7131
1490	WEST LOUISVILLE	2600 W BROADWAY	STE 112	LOUISVILLE	KY	40211	502-772-7363	502-772-0225
1492	EAST ORLANDO	2200 N ALAFAYA TRL		ORLANDO	FL	32826	407-282-1506	407-282-5716
1493	CHRISTIANA	63 UNIVERSITY PLZ	UNIVERSITY PLAZA ROU	NEWARK	DE	19702	302-453-8834	302-454-1485
1494	KANSAS CITY	6400 PROSPECT AVE	STE 100	KANSAS CITY	MO	64132	816-444-2098	816-361-8441
1495	BLUE SPRINGS	205 NW R D MIZE RD	STE 205	BLUE SPRINGS	MO	64014	816-229-2400	816-224-1164
1497	BELLMEAD	137 EASTGATE PLZ		BELLMEAD	TX	76705	254-867-1974	254-867-1862
1498	BMA ROCKY MOUNT	750 ENGLISH RD		ROCKY MOUNT	NC	27804	252-443-9800	252-443-3392
1499	RIO RANCHO DIALYSIS	1760 GRANDE BLVD SE	SUITE 100	RIO RANCHO	NM	87124	505-892-1880	505-892-2331
1504	FIRST STATE	608 FERRY CUT OFF ST		NEW CASTLE	DE	19720	302-328-9044	302-328-6520
1505	WEBSTER INC	336 THOMPSON RD	STE 1	WEBSTER	MA	1570	508-943-3998	508-943-3915
1506	CAMBRIA \ ST. PHILADELPHIA	2850 N 21ST ST		PHILADELPHIA	PA	19132	215-227-6883	215-227-6956

1507	REDSTONE \ CENTERVILLE	685 NATIONAL PIKE W		BROWNSVILLE	PA	15417	724-632-5800	724-632-5861
1511	BRIGHTON	315 W NORTH ST	STE C	BRIGHTON	MI	48116	810-225-1790	810-225-1890
1514	PITTSTON	455 N MAIN ST		PITTSTON	PA	18640	570-655-4115	570-655-4330
1518	FORT WASHINGTON	12780 OLD FORT RD		FORT WASHINGTON	MD	20744	301-203-9010	301-203-9014
1520	ZEBULON	465 STRATFORD DR		ZEBULON	NC	27597	919-269-8889	919-269-7557
1521	BOYNTON BEACH	3451 W WOOLBRIGHT RD		BOYNTON BEACH	FL	33436	561-737-8970	561-737-5245
1523	SOUTH FORT MYERS	9400 GLADIOLUS DR		FORT MYERS	FL	33908	239-482-6700	239-482-2482
1524	MONTFORD PRISON	8602 PEACH AVE		LUBBOCK	TX	79404	806-745-1698	806-748-1726
1525	BLYTHE \ BLYTHE DESERT DIALYSIS	737 W HOBSON WAY		BLYTHE	CA	92225	760-922-4415	760-922-0646
1527	CRYSTAL COAST	3332 BRIDGES ST		MOREHEAD CITY	NC	28557	252-808-0444	252-808-0330
1528	ECU DIALYSIS	2355 W ARLINGTON BLVD		GREENVILLE	NC	27834	252-329-8000	252-329-8005
1529	FORT BELVOIR	8796 SACRAMENTO DR		ALEXANDRIA	VA	22309	703-360-4552	703-360-4486
1531	GREATER NORFOLK	1902 OMOHUNDRO AVE	STE 100	NORFOLK	VA	23517	757-622-4935	757-622-4963
1532	BMA MONTGOMERY COUNTY	106 SOUTHPARK DR	STE A	BLACKSBURG	VA	24060	540-951-1466	540-951-1448
1533	ROCKVILLE	7524 STANDISH PL	SUITE 100 B	ROCKVILLE	MD	20855	301-610-0711	301-610-0681
1534	WHEATON	11160 VEIRS MILL RD		WHEATON	MD	20902	301-962-7282	301-962-7285
1536	DEL NORTE	HOSPITAL CAYETANO COLL Y TOSTE	ROAD 129 KM 8, SAN LU	ARECIBO	PR	614	787-815-1640	787-815-1644
1540	LEE SUMMIT	1831 SE BLUE PKWY		LEES SUMMIT	MO	64063	816-554-1950	816-554-1971
1541	TIPTON COUNTY	2047 HIGHWAY 51 S		COVINGTON	TN	38019	901-475-1555	901-475-1122
1543	WINNSBORO	3982 FRONT ST		WINNSBORO	LA	71295	318-435-3511	318-435-4727
1544	MARLIN	602 S STATE HIGHWAY 6		MARLIN	TX	76661	254-883-3699	254-883-3055
1545	N.E. FORT WORTH	4121 DENTON HWY		HALTOM CITY	TX	76117	817-581-1515	817-581-2043
1548	PAMPA	2545 PERRYTON PKWY	1E	PAMPA	TX	79065	806-665-8200	806-665-8252
1549	FLOYD COUNTY	1919 STATE ST	STE 150	NEW ALBANY	IN	47150	812-944-3265	812-944-3681
1550	BENNETTSVILLE DIALYSIS CENTER	1104 FRANK W EVANS WAY		BENNETTSVILLE	SC	29512	843-479-3817	843-479-3819
1552	DARLINGTON DIALYSIS CENTER	103 SALEEBY LOOP		DARLINGTON	SC	29532	843-393-1682	843-393-1685
1553	DILLON DIALYSIS CENTER	1304 HIGHWAY 301 S		DILLON	SC	29536	843-774-3687	843-774-3688
1555	KINGSTREE DIALYSIS CENTER	215 N BROOKS ST		KINGSTREE	SC	29556	843-355-9750	843-355-9751
1557	LAURINBURG DIALYSIS CENTER	701 LAUCHWOOD DR		LAURINBURG	NC	28352	910-276-6669	910-276-7092
1558	MARION DIALYSIS CENTER	109 MERRITT CT		MARION	SC	29571	843-423-4673	843-423-4675
1560	FORT MILL	535 RIVERCROSSING DR		FORT MILL	SC	29715	803-802-2480	803-802-2481
1561	COASTAL DIALYSIS CENTER	1460 E VICTORY DR		SAVANNAH	GA	31404	912-232-2691	912-233-3638
1569	NEOMEDICA GURNEE	101 S GREENLEAF ST		GURNEE	IL	60031	847-249-5555	847-249-5705
1589	NEW HAVEN PD	136 SHERMAN AVE		NEW HAVEN	CT	6511	203-773-0853	203-776-2904
1591	ALVIN	2625 S BYPASS 35		ALVIN	TX	77511	281-388-0707	281-388-1560
1597	FORT SANDERS	1740 WESTERN AVE		KNOXVILLE	TN	37921	865-523-1516	865-523-1523
1598	PIKE COUNTY	146 ADAMS LN		PIKEVILLE	KY	41501	606-432-1707	606-432-2027
1600	EL PASO GATEWAY	10767 GATEWAY BLVD W		EL PASO	TX	79935	915-599-2891	915-599-2896
1602	WEST END	1501 SANTA ROSA RD		RICHMOND	VA	23229	804-288-5053	804-288-2216
1603	WARRENTON	170 W SHIRLEY AVE		WARRENTON	VA	20186	540-341-7547	540-341-1835
1604	TAPPAHANNOCK	1922 TAPPAHANNOCK BLVD		TAPPAHANNOCK	VA	22560	804-443-6542	804-443-6889
1605	ADRIAN	715 LAKESHIRE TRL		ADRIAN	MI	49221	517-263-5384	517-263-0252
1606	MON VALLEY	17 ARENTZEN BLVD	VISTA ONE PROFESSION	CHARLEROI	PA	15022	724-489-0850	724-489-0854
1607	WINDSOR	1421 S KING ST		WINDSOR	NC	27983	252-794-5041	252-794-5044
1608	LENOIR	322 MULBERRY ST SW		LENOIR	NC	28645	828-754-5322	828-754-8721
1609	HICKORY	1899 TATE BLVD SE	BOX 103	HICKORY	NC	28602	828-324-9580	828-324-7838
1610	QUINCY	241 PARKINGWAY		QUINCY	MA	2169	617-847-1700	617-984-1865
1611	ESSEX COUNTY	124 BROADWAY	STE H	SAUGUS	MA	1906	781-233-2877	781-233-0237
1612	ALBEMARLE	203 NE CONNECTOR		ALBEMARLE	NC	28001	704-982-6945	704-983-1927
1613	ABBEVILLE	904 N JOHN M HARDY DR		ABBEVILLE	LA	70510	337-893-7577	337-893-9597
1624	MEMPHIS	1428 MONROE AVE		MEMPHIS	TN	38104	901-272-2667	901-272-2932

1625	LA PLATA	10210 LAPLATA RD		LA PLATA	MD	20646	301-392-3007	301-392-3441
1626	EAST MOBILE	1217 GOVERNMENT ST		MOBILE	AL	36604	251-438-6917	251-438-7159
1627	WEST MOBILE	6601 WALL ST		MOBILE	AL	36695	251-633-2681	251-633-2685
1630	ROXBURY	416 WARREN ST		ROXBURY	MA	2119	617-445-9989	617-445-9947
1632	KILLEEN	726 S FORT HOOD ST		KILLEEN	TX	76541	254-554-3366	254-628-8998
1633	SOUTH SUMMIT	1565 CORPORATE WOODS PKWY		UNIONTOWN	OH	44685	330-896-6311	330-896-6319
1634	PRICHARD	4016 SAINT STEPHENS RD		WHISTLER	AL	36612	251-330-1688	251-330-1623
1635	SOUTH LOUISVILLE	1514 CRUMS LN		LOUISVILLE	KY	40216	502-361-1914	502-361-5583
1637	MADISON HEIGHTS	25780 COMMERCE DR		MADISON HEIGHTS	MI	48071	248-398-8090	248-398-0863
1639	CENTRAL OHIO EAST	4039 E BROAD ST		COLUMBUS	OH	43213	614-338-8202	614-338-8206
1641	FMC DADEVILLE	52 WATER WORKS RD		DADEVILLE	AL	36853	256-825-2740	256-825-2743
1642	MAMOU	801 POINCIANA AVE		MAMOU	LA	70554	337-468-2245	337-468-2247
1644	EAST ARKANSAS	310 S RHODES ST		WEST MEMPHIS	AR	72301	870-735-5445	870-735-0545
1645	ST. LOUIS	10951 SAINT CHARLES ROCK RD		SAINT ANN	MO	63074	314-739-4691	314-739-4723
1646	ST. CHARLES	335 MID RIVERS MALL DR		SAINT PETERS	MO	63376	636-970-3730	636-970-3728
1647	SOUTHWESTERN ILLINOIS	7 PROFESSIONAL DR		ALTON	IL	62002	618-463-5584	618-463-5598
1648	NORTHWEST BEXAR COUNTY - JV	5131 MEDICAL DR	STE 110	SAN ANTONIO	TX	78229	210-338-7742	210-949-0837
1652	PARKVIEW	4453 CASTOR AVE	STE A	PHILADELPHIA	PA	19124	215-744-2465	215-744-2386
1653	RALEIGH	3943 NEW BERN AVE		RALEIGH	NC	27610	919-231-3146	919-250-0660
1654	SMITHFIELD	5815 US HIGHWAY 301 S		FOUR OAKS	NC	27524	919-963-2211	919-963-2618
1655	CARY	5045 OLD RALEIGH RD		CARY	NC	27511	919-462-0976	919-462-0978
1656	BMA ROANOKE RAPIDS	260 SMITH CHURCH RD		ROANOKE RAPIDS	NC	27870	252-535-1000	252-535-1627
1657	MISSION	1615 E EXPRESSWAY 83		MISSION	TX	78572	956-581-2136	956-585-8571
1662	WEST PONCE	500 AVE PUNTO ORO		PONCE	PR	728	787-259-0688	787-841-3027
1663	OWOSSO	918 CORUNNA AVE		OWOSSO	MI	48867	989-725-3144	989-723-3260
1664	SOUTHEAST SAN ANTONIO - JV	4626 E SOUTHCROSS BLVD		SAN ANTONIO	TX	78222	210-648-2323	210-648-9383
1667	FLINT	2222 S LINDEN RD	STE S	FLINT	MI	48532	810-733-2283	810-733-7255
1669	LIVE OAK	10543 SUWANEE PLAZA BLVD		LIVE OAK	FL	32060	386-364-6604	904-364-7765
1670	DUVAL	1107 MYRA ST		JACKSONVILLE	FL	32204	904-354-3333	904-354-3040
1671	FRANKLIN	1604 CYNTHIA ST		FRANKLIN	LA	70538	337-828-4747	337-828-3831
1672	FOREST	1151 HIGHWAY 35 S		FOREST	MS	39074	601-469-3390	601-469-5451
1673	CAMELLIA	350 PAUL STABLER DR		GREENVILLE	AL	36037	334-382-5052	334-382-0152
1674	TUSKEGEE	802 E MARTIN LUTHER KING HWY		TUSKEGEE	AL	36083	334-727-9447	334-727-9461
1676	EAST LOUISVILLE	6455 BARDSTOWN RD		LOUISVILLE	KY	40291	502-239-8221	502-231-2976
1677	PETALUMA	715 SOUTHPOINT BLVD	STE A	PETALUMA	CA	94954	707-765-9379	707-765-9670
1678	SANTA ROSA	1020 2ND ST		SANTA ROSA	CA	95404	707-527-5350	707-575-4649
1679	CLEBURNE	160 JACK BURTON DR		CLEBURNE	TX	76031	817-558-1593	817-558-1504
1680	MORGANTOWN	11 COMMERCE DR	STE 102	MORGANTOWN	WV	26501	304-291-6537	304-291-6544
1682	ELKINS	100 MAIN ST		ELKINS	WV	26241	304-636-6144	304-636-4754
1683	UNIONTOWN	360 WALMART DR		UNIONTOWN	PA	15401	724-438-7504	724-438-7891
1684	WORCESTER / SHREWSBURY DIALYSIS CENTER	239 BOSTON TPKE		SHREWSBURY	MA	1545	508-753-0886	508-799-5850
1686	NORTHWEST DETROIT	18944 GRAND RIVER AVE		DETROIT	MI	48223	313-837-1530	313-837-3650
1688	CLINTON	1740 SOUTHEAST BLVD		CLINTON	NC	28328	910-592-1600	910-592-1973
1690	CULVER CITY	9432 VENICE BLVD		CULVER CITY	CA	90232	310-836-2237	310-839-6507
1693	KINGSPORT	2002 BROOKSIDE DR	STE 101	KINGSPORT	TN	37660	423-245-6464	423-245-7255
1694	INDEPENDENCE	1135 S CLAREMONT AVE		INDEPENDENCE	MO	64054	816-836-1220	816-836-1425
1695	PENN VALLEY \ KANSAS CITY CENTRAL	2502 SUMMIT ST		KANSAS CITY	MO	64108	816-531-1118	816-561-0191
1698	ELLWOOD CITY	1407 WOODSIDE AVE		ELLWOOD CITY	PA	16117	724-758-3446	724-758-3470
1699	BURKE COUNTY	145 W PARKER RD		MORGANTON	NC	28655	828-439-8489	828-439-8482
1705	HOMESTEAD ART KID CTR	99 NE 8TH ST		HOMESTEAD	FL	33030	305-245-0241	305-246-1259
1706	WEST KENDALL DIAL. CTR	12000 SW 131ST AVE		MIAMI	FL	33186	305-254-4840	305-254-4845

1707	QCDC VEGA BAJA	ROAD # 2, KM 31.5		VEGA BAJA	PR	693	787-858-3355	787-855-2762
1711	VENTURA	4567 TELEPHONE RD		VENTURA	CA	93003	805-658-9211	805-658-9920
1713	SOUTH MIAMI	8770 SW 144TH ST		PALMETTO BAY	FL	33176	305-255-3100	305-238-3963
1714	COCONUT GROVE ART K. C.	2561 CORAL WAY		CORAL GABLES	FL	33145	305-860-8111	305-860-9774
1716	NORTH HUDSON \ HOBOKEN	1600 WILLOW AVE		HOBOKEN	NJ	7030	201-656-7500	201-656-7552
1717	PRINCETON	707 ALEXANDER RD	BLDG. 3, STE. 301	PRINCETON	NJ	8540	609-520-8995	609-520-8879
1720	SOUTH PLAINFIELD	2201 S CLINTON AVE		SOUTH PLAINFIELD	NJ	7080	908-668-8007	908-668-7844
1721	COLONIA	1250 ROUTE 27		COLONIA	NJ	7067	732-382-7333	732-382-7444
1723	BMA KENT	401 DEVON PL	STE 100	KENT	OH	44240	330-677-0880	330-677-2385
1724	WOOSTER	387 W MILLTOWN RD		WOOSTER	OH	44691	330-345-2060	330-345-2066
1725	NORWALK	290 BENEDICT AVE		NORWALK	OH	44857	419-668-2121	419-668-2320
1726	MT. PLEASANT	208 CROSS ROADS PLZ	RD NBR 7, BOX 1040	MOUNT PLEASANT	PA	15666	724-547-1939	724-547-8806
1727	GREAT LAKES	992 S MONROE ST		MONROE	MI	48161	734-457-4189	734-457-4339
1729	ST. FRANCIS COUNTY	210 BARROW HILL RD		FORREST CITY	AR	72335	870-630-6484	870-630-1821
1730	SOUTH ANNAPOLIS	304 HARRY S TRUMAN PKWY		ANNAPOLIS	MD	21401	410-224-3604	410-224-8341
1731	GARRISONVILLE	396 GARRISONVILLE RD		STAFFORD	VA	22554	540-720-1225	540-720-7715
1736	AZALEA CITY	65 N CATHERINE ST		MOBILE	AL	36604	251-441-0868	251-441-0876
1737	UNIV. OF S. ALABAMA	700 CLINIC DR		MOBILE	AL	36688	251-460-6797	334-460-7585
1740	N. W. HOUSTON	8925 HIGHWAY 6 N		HOUSTON	TX	77095	281-550-0287	281-856-7520
1742	LIBERTY	2331 N MAIN ST		LIBERTY	TX	77575	936-336-7200	936-336-4042
1746	DALLAS SOUTH	1150 N BISHOP AVE		DALLAS	TX	75208	214-942-2900	214-942-3249
1749	DALLAS CENTRAL	7610 MILITARY PKWY		DALLAS	TX	75227	214-381-9494	214-388-5892
1753	AVON PARK	4833 SUN N LAKE BLVD		SEBRING	FL	33872	863-385-1850	863-385-1255
1754	OXNARD	1801 HOLSER WALK		OXNARD	CA	93036	805-988-3339	805-988-3343
1756	BRADLEY	905 CLINGAN RIDGE DR NW		CLEVELAND	TN	37312	423-476-6166	423-559-9428
1757	NASSAWADOX	9550 HOSPITAL AVE		NASSAWADOX	VA	23413	757-442-4966	757-442-4979
1760	EAST SPRINGFIELD DIALYSIS CENTER	435 COTTAGE ST		SPRINGFIELD	MA	1104	413-781-8855	413-781-5611
1761	BATH	55 CONGRESS AVE		BATH	ME	4530	207-443-7485	207-442-0326
1764	FLEMINGTON	2 KINGS CT		FLEMINGTON	NJ	8822	908-806-9187	908-806-9198
1766	WHITEHALL	1320 MICKLEY RD		WHITEHALL	PA	18052	610-264-2228	610-264-2229
1767	OAKHILL	185 LAUREL CREEK RD		FAYETTEVILLE	WV	25840	304-574-0294	304-574-3549
1769	SOUTH HAMPTON	1333 ARMORY DR		FRANKLIN	VA	23851	757-562-2233	757-562-6414
1772	BEATTIES FORD	1534 N HOSKINS RD		CHARLOTTE	NC	28216	704-394-7335	704-394-9334
1775	EAST MEMPHIS	6490 MOUNT MORIAH ROAD EXT	STE 101	MEMPHIS	TN	38115	901-367-1001	901-367-1632
1779	KOSCIUSKO	107 RIDGEWOOD CIR		KOSCIUSKO	MS	39090	662-289-3000	662-289-3010
1780	SALINE COUNTY	275 SMALL ST		HARRISBURG	IL	62946	618-252-1109	618-253-3429
1784	CENTRAL FT. WORTH	1210 ALSTON AVE		FORT WORTH	TX	76104	817-338-1302	817-338-0331
1791	PRESTONSBURG	61 DEWEY ST		PRESTONSBURG	KY	41653	606-886-3893	606-886-1635
1792	HAZARD	516 VILLAGE LN		HAZARD	KY	41701	606-439-3478	606-439-3479
1793	MOREHEAD	250 NORMAN WELLS LN		MOREHEAD	KY	40351	606-780-9701	606-780-9311
1794	AUDUBON	2355 POPLAR LEVEL RD	STE G2-10	LOUISVILLE	KY	40217	502-637-1771	502-637-1707
1795	ASHLAND	432 16TH ST		ASHLAND	KY	41101	606-325-5268	606-324-3638
1796	PORTSMOUTH	1648 11TH ST		PORTSMOUTH	OH	45662	740-353-7788	740-354-2169
1797	BMA FARMVILLE	1801 E 3RD ST		FARMVILLE	VA	23901	434-392-8846	434-392-7616
1799	CENTRAL RICHMOND	1036 CENTER DR	STE C	RICHMOND	KY	40475	859-623-6040	859-623-3608
1801	WESTMINSTER	12121 WESTHEIMER RD		HOUSTON	TX	77077	281-493-9046	281-870-1753
1805	CARROLLWOOD	4553 GUNN HWY	WESTWOOD PLAZA SHC	TAMPA	FL	33624	813-265-9733	813-265-3188
1806	NAPLES	3699 AIRPORT PULLING RD N	PRESTON PROFESSIOL C	NAPLES	FL	34105	239-263-0802	239-263-1035
1810	BAY AREA ACUTES	2430 MARINER SQUARE LOOP	STE B	ALAMEDA	CA	94501	510-769-6935	510-769-6944
1818	SOUTH DALLAS COUNTY	1111 W LEDBETTER DR		DALLAS	TX	75224	214-371-2485	214-371-5616
1820	CROWN OF TEXAS	1805 POINT WEST PKWY	STE 200	AMARILLO	TX	79124	806-418-2690	806-418-2476

1822	SMKC GULFPORT	4300A W RAILROAD ST		GULFPORT	MS	39501	228-864-0009	228-868-3566
1823	SMKC BILOXI	784 HOWARD AVE		BILOXI	MS	39530	228-436-9204	228-374-1402
1824	DIAMONDHEAD	5401 GEX RD		DIAMONDHEAD	MS	39525	228-255-5378	228-255-7716
1825	SMKC ORANGE GROVE	11531 OLD HIGHWAY 49		GULFPORT	MS	39503	228-832-9293	228-832-9586
1826	ESPANOLA	1420 CALLE DE LA MERCED		ESPANOLA	NM	87532	505-753-9427	505-753-9720
1827	HEART OF OHIO	1730 MARION WALDO RD		MARION	OH	43302	740-389-4111	740-389-9613
1828	GREATER BOSTON ACUTES - NORTH	241 PARKINGWAY		QUINCY	MA	2169	617-328-1165	617-984-1865
1829	PITTSBURGH ACUTE	144 EMERYVILLE DR	STE 110	CRANBERRY TOWNSHIP	PA	16066	724-742-0139	724-742-0120
1831	DELCO DIAL. CTR.	1740 S STATE RD		UPPER DARBY	PA	19082	610-734-3501	610-734-3489
1833	WEATHERFORD	2025 FORT WORTH HWY		WEATHERFORD	TX	76086	817-599-6783	817-599-6706
1838	GRACELAND	1200 FARROW RD		MEMPHIS	TN	38116	901-398-1163	901-398-3221
1839	CALEXICO	351 E BIRCH ST		CALEXICO	CA	92231	760-357-2400	760-357-3337
1840	SUMTER DIALYSIS CENTER	615 W WESMARK BLVD		SUMTER	SC	29150	803-469-2800	803-469-2857
1841	MANNING DIALYSIS CENTER	3107 SUMTER HWY		MANNING	SC	29102	803-505-2121	803-505-2131
1842	CONWAY DIALYSIS CENTER	838 FARRAR DR		CONWAY	SC	29526	843-347-5111	843-347-4811
1843	LORIS DIALYSIS CENTER.	3827 BELL ST		LORIS	SC	29569	843-756-0300	843-756-0027
1846	WINNFIELD	601 W COURT ST		WINNFIELD	LA	71483	318-648-1222	318-648-6010
1847	SHELBYVILLE	150 STONECREST RD		SHELBYVILLE	KY	40065	502-633-6333	502-633-1238
1848	SUBURBAN	3991 DUTCHMANS LN	STE G2	LOUISVILLE	KY	40207	502-895-2217	502-899-7139
1849	EAST CENTRAL HOUSTON	6830 CAPITOL ST		HOUSTON	TX	77011	713-926-3394	713-923-4801
1850	SNELLVILLE	2096 MCGEE RD		SNELLVILLE	GA	30078	770-985-6656	770-985-6375
1853	BMA NORTHAMPTON	84 CONZ ST		NORTHAMPTON	MA	1060	413-586-7989	413-586-7502
1854	YORK COUNTY	20 W COLE RD		BIDDEFORD	ME	4005	207-282-3908	207-282-9841
1856	STRAFFORD COUNTY	27 STERLING DR		ROCHESTER	NH	3867	603-330-0483	603-330-0476
1857	MEDINA	970 E WASHINGTON ST	STE B3	MEDINA	OH	44256	330-722-5565	330-722-5563
1858	TUSCARAWAS	1260 MONROE ST NW	STE 41T	NEW PHILADELPHIA	OH	44663	330-602-5001	330-602-2903
1859	MAD RIVER/BELLEFONTAINE	130 DOWELL AVE		BELLEFONTAINE	OH	43311	937-292-7050	937-292-7080
1860	CHAMBERS \ AUBURN	802 HOSPITAL ST		LAFAYETTE	AL	36862	334-864-9914	334-864-9528
1863	YBOR CITY	2525 E HILLSBOROUGH AVE	STE 209	TAMPA	FL	33610	813-231-6859	813-237-4805
1864	SUWANNEE RIVER	319 W WADE ST		TRENTON	FL	32693	352-463-2008	352-463-2556
1865	NORTH ORLANDO	750 NORTHLAKE BLVD		ALTAMONTE SPRINGS	FL	32701	407-831-7070	407-831-7091
1866	WEST ORLANDO	5600 W COLONIAL DR		ORLANDO	FL	32808	407-297-3777	407-298-3666
1867	ORANGE PARK	2061 PROFESSIONAL CENTER DR		ORANGE PARK	FL	32073	904-276-3311	904-276-6422
1868	JENNINGS	1906 JOHNSON ST		JENNINGS	LA	70546	337-824-5353	337-824-9125
1870	WALNUT HILL DIALYSIS CENTER	9840 N CENTRAL EXPY		DALLAS	TX	75231	469-232-5333	469-232-3004
1871	COLLIN COUNTY DC	3420 K AVE		PLANO	TX	75074	972-423-1447	972-424-5676
1873	METRO EAST DIAL CTR	909 GROSS RD	SKYLINE VILLAGE SHOPP	MESQUITE	TX	75149	972-288-1060	972-288-7943
1874	SWISS AVENUE DC	2613 SWISS AVE		DALLAS	TX	75204	214-827-9854	214-827-4832
1875	VILLAGE II DC	6300 SAMUELL BLVD	VILLAGE II SHOPPING CE	DALLAS	TX	75228	214-388-8690	214-388-2158
1877	REDBIRD DC	4111 W CAMP WISDOM RD		DALLAS	TX	75237	972-709-0212	972-709-4235
1878	SOUTH OAK CLIFF DC	740 WYNNEWOOD VILLAGE SHP CTR		DALLAS	TX	75224	214-943-7065	214-943-8152
1879	TOWN GATE DC	1901 NORTHWEST HWY		GARLAND	TX	75041	972-278-2014	972-271-5491
1880	FARMERS BRANCH DC	2280 SPRINGLAKE RD		FARMERS BRANCH	TX	75234	972-488-1191	972-488-2428
1881	FOREST PARK	6010 FOREST PARK RD		DALLAS	TX	75235	214-351-2833	214-351-2696
1883	DESOTO PARISH	1410 MCARTHUR DR		MANSFIELD	LA	71052	318-871-8700	318-871-8707
1884	LEAWOOD DIALYSIS \ OVERLAND PARK	6751 W 119TH ST		OVERLAND PARK	KS	66209	913-491-6341	913-498-0241
1885	RANDOLPH COUNTY	102 MEMORIAL DR		CHESTER	IL	62233	618-826-4411	618-826-3539
1888	DAUPHIN ISLAND PARKWAY	2381 DAUPHIN ISLAND PKWY		MOBILE	AL	36605	251-471-2505	251-471-3564
1894	BAY SHORE	4300 FAIRMONT PKWY		PASADENA	TX	77504	281-487-2947	281-487-4706
1895	LOVELAND	2940 GINNALA DR		LOVELAND	CO	80538	970-663-9155	970-663-9160
1897	CUTLER RIDGE	18942 S DIXIE HWY		CUTLER BAY	FL	33157	305-252-7575	305-252-9539

1904	HAEMO STAT NORTH WEST	7247 HAYVENHURST AVE		VAN NUYS	CA	91406	818-376-4033	818-994-2744
1908	WEST BOCA DIALYSIS CENTER	19801 HAMPTON DR		BOCA RATON	FL	33434	561-488-0202	561-483-8384
1909	CLIFFVIEW	1225 E CLIFF DR		EL PASO	TX	79902	915-532-6411	915-532-6586
1912	PALATKA	6541 SAINT JOHNS AVE		PALATKA	FL	32177	386-328-6600	904-328-1630
1914	CARTERSVILLE	14 ROVING RD		CARTERSVILLE	GA	30121	770-386-8168	770-386-9056
1915	SOUTHWEST SHREVEPORT	9076 KINGSTON RD		SHREVEPORT	LA	71118	318-683-3296	318-686-9283
1917	EL CENTRO	110 S 5TH ST		EL CENTRO	CA	92243	760-353-0353	760-353-0411
1918	OUACHITA	102 THOMAS RD	GLENWOOD MEDICAL N	WEST MONROE	LA	71291	318-387-2747	318-387-2334
1921	WEST TEXAS	501 BIRDWELL LN		BIG SPRING	TX	79720	432-267-2903	432-267-1756
1922	HEREFORD	533 N 25 MILE AVE	STE A	HEREFORD	TX	79045	806-364-4292	806-364-4294
1924	STARKE	444 W MADISON ST		STARKE	FL	32091	904-964-8822	904-964-3443
1925	PONTCHARTRAIN	170 GREENBRIAR BLVD		COVINGTON	LA	70433	985-893-7265	985-867-5650
1930	EAST NATCHITOCHES	111 MASONIC DR		NATCHITOCHES	LA	71457	318-354-1170	318-354-1175
1935	MONTGOMERY BAPTIST	1400 NARROW LANE PKWY		MONTGOMERY	AL	36111	334-286-4011	334-286-4108
1937	PARKWAY	1311 MEMORIAL PKWY NW	STE 100	HUNTSVILLE	AL	35801	256-536-5563	256-536-5669
1938	THE MARSHLANDS DIALYSIS CENTER	28 RICE POND RD		RIDGELAND	SC	29936	843-987-0110	843-987-0111
1943	QCDC-STONEHAM	2 MAIN ST	STE 100	STONEHAM	MA	2180	781-279-2454	-000-0000;781-279-C
1944	QCDC-WEYMOUTH	2 WEST ST	UNIT 1, STETSON WEST	WEYMOUTH	MA	2190	781-331-4100	781-331-0672
1945	QCDC-NORTH COUNTY	6865 PARKER RD		FLORISSANT	MO	63033	314-653-6100	314-653-6111
1947	QCDC-ST. LOUIS	12484 SAINT CHARLES ROCK RD		BRIDGETON	MO	63044	314-298-0320	314-298-9065
1950	QCDC-SO. MARYLAND	6357 OLD BRANCH AVE		CAMP SPRINGS	MD	20748	301-449-4166	301-449-7434
1951	QCDC-HAMMOND	1204 S MORRISON BLVD	STE A	HAMMOND	LA	70403	985-345-0544	985-345-1676
1954	NORTH COAST KIDNEY CTR. \ QCDC-VISTA	3300 VISTA WAY		OCEANSIDE	CA	92056	760-721-4344	760-721-0624
1971	DETROIT ACUTE	3210 TRI PARK DR		GRAND BLANC	MI	48439	810-606-0640	810-606-0650
1974	DIALYSIS ASSOCIATES WEST \ WEST KNOXVILLE	11305 STATION WEST DR		KNOXVILLE	TN	37934	865-966-5100	865-966-5994
1976	LA FOLLETTE	305 RIVER DR		LA FOLLETTE	TN	37766	423-562-2084	423-562-2085
1978	NORTH KNOXVILLE	4440 WALKER BLVD		KNOXVILLE	TN	37917	865-687-3436	865-687-3435
1980	BLYTHEVILLE	1001 E MOULTRIE DR		BLYTHEVILLE	AR	72315	870-762-7700	870-762-5651
1981	HILLCREST	3960 3RD AVE		SAN DIEGO	CA	92103	619-299-3900	619-299-3904
1982	NATIONAL CITY	303 W 26TH ST		NATIONAL CITY	CA	91950	619-474-8151	619-474-8155
1984	CHULA VISTA SOUTH	2252 VERUS ST		SAN DIEGO	CA	92154	619-429-9201	619-429-0972
1985	GATEWAY EAST	720 GATEWAY CENTER DR	STE B	SAN DIEGO	CA	92102	619-264-4100	619-264-3213
1989	SDDS HOSPITAL	7907 OSTROW ST	STE A	SAN DIEGO	CA	92111	858-627-3506	-571-7907;858-573-C
1990	SAN YSIDRO	3010 DEL SOL BLVD		SAN DIEGO	CA	92154	619-429-9690	619-429-9790
2000	EUNICE	1101 NILE ST		EUNICE	LA	70535	337-550-6585	337-550-7516
2002	KENNEBEC \ AUGUSTA	164 CIVIC CENTER DR		AUGUSTA	ME	4330	207-622-7097	207-622-9217
2006	PEABODY	19A CENTENNIAL DR		PEABODY	MA	1960	978-532-7663	978-532-7657
2011	ALTOONA	1602 9TH AVE	STATION MEDICAL CENT	ALTOONA	PA	16602	814-940-2440	814-940-2446
2013	CRANBERRY	5 SAINT FRANCIS WAY		CRANBERRY TOWNSHIP	PA	16066	724-779-9770	724-779-9780
2014	FREEDOM LAKE DIALYSIS	4016 FREEDOM LAKE DR		DURHAM	NC	27704	919-471-1718	919-477-9718
2015	KUTZTOWN	45 CONSTITUTION BLVD		KUTZTOWN	PA	19530	610-683-9766	610-683-9798
2016	WEST PETTIGREW DIALYSIS	1507 W PETTIGREW ST		DURHAM	NC	27705	919-286-4777	919-286-3963
2018	NEUSE RIVER DIALYSIS	625 LEWIS ST		OXFORD	NC	27565	919-603-1800	919-603-0242
2019	NANTICOKE	450 W MAIN ST		NANTICOKE	PA	18634	570-740-4820	570-740-4825
2020	SWARTHMORE DIALYSIS CTR \ RIDLEY PARK	709 S CHESTER RD	ROUTE 320	SWARTHMORE	PA	19081	610-541-0468	610-541-0329
2023	SLATE BELT	525 E WEST ST		WIND GAP	PA	18091	610-863-7852	610-863-1243
2027	BOWLING GREEN	102 W BROADDUS AVE	PO BOX 490	BOWLING GREEN	VA	22427	804-633-9796	804-633-0050
2028	NORTH RAMSEY DC\CAPE FEAR	130 LONGVIEW DR		FAYETTEVILLE	NC	28311	910-482-3491	910-482-4289
2029	HURRICANE	3768 TEAYS VALLEY RD		HURRICANE	WV	25526	304-760-2305	304-760-2306
2030	POTOMAC MILLS \ LAKE RIDGE	3057 GOLANSKY BLVD		WOODBRIDGE	VA	22192	703-551-1313	703-580-8481
2036	FT. LAUDERDALE	3863 W BROWARD BLVD		FORT LAUDERDALE	FL	33312	954-321-7772	954-321-5757

2040	BAY MINETTE	2505 HAND AVE		BAY MINETTE	AL	36507	251-580-4448	251-580-4497
2043	CALDWELL PARISH	7720 HIGHWAY 165		COLUMBIA	LA	71418	318-649-2113	318-649-7804
2047	BMA HAZLEHURST	232A CALDWELL DR		HAZLEHURST	MS	39083	601-894-1300	601-894-1340
2048	OAK GROVE \ LAKE PROVIDENCE	711 E JEFFERSON ST		OAK GROVE	LA	71263	318-428-1385	318-428-1285
2055	SOUTH ALEXANDRIA	1915 BEATRICE ST		ALEXANDRIA	LA	71301	318-487-8333	318-487-0933
2063	AVANTUS - UMDC	2465 BROADWAY	FL 3	NEW YORK	NY	10025	212-501-8100	212-721-0286
2066	SANTA PAULA \ FILLMORE	242 E HARVARD BLVD		SANTA PAULA	CA	93060	805-525-1500	805-525-9700
2074	KINGS MOUNTAIN	508 CANTERBURY RD		KINGS MOUNTAIN	NC	28086	704-730-1270	704-730-0409
2076	LOUDON	200 INTERCHANGE PARK DR		LENOIR CITY	TN	37772	865-986-5257	865-986-5221
2079	MOUNTAIN CITY	120 PIONEER VILLAGE DR		MOUNTAIN CITY	TN	37683	423-727-5676	423-727-3056
2080	MURRELLS INLET DIALYSIS CENTER	5011 HIGHWAY 17		MURRELLS INLET	SC	29576	843-357-4840	843-357-8144
2081	WEST KINGSPORT	3600 NETHERLAND INN RD		KINGSPORT	TN	37660	423-230-0461	423-578-6976
2085	REEDLEY DIALYSIS \ CENTRAL VALLEY RURAL	1421 N ACACIA AVE		REEDLEY	CA	93654	559-637-1676	559-638-4653
2087	FLORENCE DIALYSIS CENTER	435 N CASHUA DR		FLORENCE	SC	29501	843-669-0825	843-665-6343
2093	GILES DIALYSIS FACILITY	1 TAYLOR AVE		PEARISBURG	VA	24134	540-921-3117	540-921-5215
2094	MOUNTAIN EMPIRE DIALYSIS CENTER	205 VIRGINIA AVE NW		NORTON	VA	24273	276-679-7805	276-679-7812
2095	RUSSELL COUNTY DIALYSIS FACILITY	150 E MAIN ST		LEBANON	VA	24266	276-889-1712	276-889-1511
2096	SOUTHWEST VIRGINIA DIALYSIS	23758 RIVERSIDE DR		GRUNDY	VA	24614	276-935-8889	276-935-8806
2097	TWIN COUNTY DIALYSIS CENTER	1159 GLENDALE RD		GALAX	VA	24333	276-236-6011	276-236-2969
2098	WELCH DIALYSIS	394 MCDOWELL ST		WELCH	WV	24801	304-436-8428	304-436-2558
2099	WYTHEVILLE ARTIFICIAL KIDNEY CENTER	340 PEPPERS FERRY RD		WYTHEVILLE	VA	24382	276-228-3521	276-228-9495
2101	QCI ALBANY	1050 7TH AVE SW		ALBANY	OR	97321	541-928-1021	541-928-2705
2102	QCI BEND	1239 NE MEDICAL CENTER DR	STE 100	BEND	OR	97701	541-385-8668	541-385-9202
2103	COOS BAY	1971 THOMPSON RD		COOS BAY	OR	97420	541-266-9204	541-266-8039
2104	SPRINGFIELD OREGON	304 Q ST		SPRINGFIELD	OR	97477	541-741-8005	541-741-7950
2105	QCI SALEM	440 LANCASTER DR NE		SALEM	OR	97301	503-364-1130	503-364-1096
2106	QCI WALLA WALLA	301 W POPLAR ST	STE 120	WALLA WALLA	WA	99362	509-522-5633	509-522-7067
2107	QCI CANON CITY	2245 FREMONT DR		CANON CITY	CO	81212	719-276-8404	719-276-0015
2108	QCI PUEBLO	41 MONTEBELLO RD		PUEBLO	CO	81001	719-545-1575	719-546-1451
2109	QCI LA JUNTA	1116 CARSON AVE		LA JUNTA	CO	81050	719-383-2300	719-383-2302
2110	QCI WALSENBURG	23450 US HIGHWAY 160		WALSENBURG	CO	81089	719-738-4864	719-738-5773
2112	SOUTHWEST LOUISVILLE	9616 DIXIE HWY		LOUISVILLE	KY	40272	502-937-2996	502-937-2997
2117	CENTRAL CONNECTICUT DIALYSIS CENTER	377 RESEARCH PKWY		MERIDEN	CT	6450	203-639-2880	203-630-6379
2118	EAST HARTFORD DIALYSIS CENTER	200 PITKIN ST		EAST HARTFORD	CT	6108	860-282-6266	860-282-2058
2119	ENFIELD	113 ELM ST		ENFIELD	CT	6082	860-745-9800	860-745-1844
2120	PIONEER VALLEY	208 ASHLEY AVE		WEST SPRINGFIELD	MA	1089	413-750-3400	413-750-3428
2121	YANKEE FAMILY DIALYSIS CENTER	115 WILDWOOD AVE		GREENFIELD	MA	1301	413-773-0001	413-773-9009
2122	MONADNOCK DIALYSIS CENTER	426B WINCHESTER ST		KEENE	NH	3431	603-357-3600	603-357-0446
2123	DUNN	605 TILGHMAN DR		DUNN	NC	28334	910-892-7811	910-892-4452
2124	JOHNSTON	545 E MARKET ST		SMITHFIELD	NC	27577	919-934-9188	919-934-1067
2125	WAKE	3604 BUSH ST		RALEIGH	NC	27609	919-876-7501	919-876-9206
2128	TWIN CITIES ACUTE SERVICES	9150 SPRINGBROOK DR NW		COON RAPIDS	MN	55433	763-780-8810	763-780-8830
2130	GOLDEN VALLEY DIALYSIS	6155 DULUTH ST		GOLDEN VALLEY	MN	55422	763-544-0298	763-546-8985
2132	HUTCHINSON DIALYSIS	1069 HIGHWAY 15 S		HUTCHINSON	MN	55350	320-234-4940	320-234-4980
2133	ROSEVILLE DIALYSIS	2045 RICE ST		ROSEVILLE	MN	55113	651-489-3312	651-489-6982
2134	NORTH SUBURBAN DIALYSIS	9144 SPRINGBROOK DR NW		COON RAPIDS	MN	55433	763-783-0103	763-783-0128
2135	BUFFALO DIALYSIS	104 MARTY DR		BUFFALO	MN	55313	763-682-0211	763-682-9046
2136	FERGUS FALLS DIALYSIS	907 S MILL ST		FERGUS FALLS	MN	56537	218-739-6208	218-739-6310
2141	NORTHSHORE REG. DIAL. CTR.	133 BRIMBAL AVE		BEVERLY	MA	1915	978-921-2052	978-922-7172
2142	SIOUXLAND DIALYSIS	2530 GLENN AVE		SIOUX CITY	IA	51106	712-266-1000	712-266-1248
2145	SAN GABRIEL HAEMO	1801 W VALLEY BLVD		ALHAMBRA	CA	91803	626-457-9002	626-457-6727

2146	SAN GABRIEL CAPD	1801 W VALLEY BLVD		ALHAMBRA	CA	91803	626-457-6540	626-457-8017
2147	VERNON	3101 W NEW BERN RD		KINSTON	NC	28504	252-522-1000	252-522-5666
2150	PORT CITY DIALYSIS	201 SAINT JOSEPH ST		MOBILE	AL	36602	251-652-1025	251-652-1031
2160	VILLE PLATTE	616 JACK MILLER RD		VILLE PLATTE	LA	70586	337-363-1275	337-363-1329
2163	TERRELL	351 S VIRGINIA ST		TERRELL	TX	75160	972-524-9990	972-551-1092
2182	BUENA CREEK CA	950 HACIENDA DR		VISTA	CA	92081	760-631-7900	760-631-7909
2183	BMA OF STATE COLLEGE	3901 S ATHERTON ST	STE 7	STATE COLLEGE	PA	16801	814-466-7029	814-466-7316
2184	FDS MERCER COUNTY	160 SPRINGHAVEN DR		PRINCETON	WV	24740	304-487-3866	304-487-5890
2185	FDS TWO VIRGINIAS	1113 BLUEFIELD AVE		BLUEFIELD	WV	24701	304-324-0816	304-324-8939
2186	MEDICAL PLAZA DIALYSIS	3435 NW 56TH ST	STE 600	OKLAHOMA CITY	OK	73112	405-945-4440	405-945-4436
2195	EL RENO	1629 E US HIGHWAY 66		EL RENO	OK	73036	405-262-6900	405-422-3168
2201	AVONDALE	141 S JAMIE BLVD		AVONDALE	LA	70094	504-342-7773	504-342-9646
2203	EAST MINDEN \ WEST MINDEN	10000 INDUSTRIAL DR		MINDEN	LA	71055	318-371-9400	318-371-6782
2204	HERITAGE PARK \ EAST OKLAHOMA CITY	310 S HIGHLAND AVE		MIDWEST CITY	OK	73110	405-733-1891	405-739-0632
2205	NORTH GULFPORT	2525 33RD ST		GULFPORT	MS	39501	228-864-1177	228-864-1132
2206	SOUTH SHREVEPORT	410 ASHLEY RIDGE BLVD		SHREVEPORT	LA	71106	318-868-8320	318-861-2337
2209	DU QUOIN	825 SUNSET AVE		DU QUOIN	IL	62832	618-542-2271	618-542-1721
2211	FRANKLIN \ BLACKSTONE VALLEY	42 CAPE RD		MILFORD	MA	1757	508-634-4331	508-634-4394
2218	TAMAQUA	1215 E BROAD ST	TAMAQUA PLAZA SHOP	TAMAQUA	PA	18252	570-668-6494	570-668-6499
2220	SNAPFINGER	5250 SNAPFINGER PARK DR		DECATUR	GA	30035	770-808-6227	770-808-8689
2221	WALTON COUNTY	299 PLAZA DR		MONROE	GA	30655	770-266-7399	770-266-7398
2222	EAST ROCKY MOUNT	230 S FAIRVIEW RD		ROCKY MOUNT	NC	27801	252-442-6311	252-442-0585
2223	SOUTHWEST GREENSBORO	5020 MACKAY RD		JAMESTOWN	NC	27282	336-854-7807	336-854-7806
2224	EAST CHARLOTTE	1334 CENTRAL AVE		CHARLOTTE	NC	28205	704-334-2226	704-334-8332
2225	NATIONS FORD	7901 ENGLAND ST		CHARLOTTE	NC	28273	704-552-9102	704-552-0715
2229	LAKE MARION DIALYSIS CENTER	20 BUFF BLVD		SUMMERTON	SC	29148	803-485-2341	803-485-3322
2234	FMC CHASE DIALYSIS	1849 KEATS DR NW		HUNTSVILLE	AL	35810	256-852-8900	256-852-2100
2239	SOUTH COLLIER	12703 TAMIAMI TRL E		NAPLES	FL	34113	239-732-5333	239-732-5332
2240	MISSOURI CITY	1673 CARTWRIGHT RD		MISSOURI CITY	TX	77489	281-437-9700	281-437-9898
2241	PHILLIPSBURG	471 CENTER ST		PHILLIPSBURG	NJ	8865	908-454-7440	908-454-9050
2242	DUNMORE	1416 MONROE AVE	STE 100	DUNMORE	PA	18509	570-496-1179	570-496-1281
2243	LONDON	306 LAFAYETTE ST	UNIT J	LONDON	OH	43140	740-845-1594	740-845-1831
2247	MT. VERNON / KNOX COUNTY KIDNEY CENTER	14 WOODLAKE TRL		MOUNT VERNON	OH	43050	740-393-1624	740-393-1654
2248	CUMBERLAND COUNTY	254 E HIGH ST		CARLISLE	PA	17013	717-240-2944	717-240-2949
2251	HOBBS DIALYSIS CENTER	2827 N DAL PASO ST		HOBBS	NM	88240	575-392-1014	575-392-1729
2252	WEST DADE	2791 SW 137TH AVE		MIAMI	FL	33175	305-207-2388	305-207-2394
2253	ALACHUA	11550 RESEARCH CIR		ALACHUA	FL	32615	386-418-2235	386-418-1387
2254	ODYSSEY	40 HUGHES RD		MADISON	AL	35758	256-772-4435	256-772-4465
2255	WILCOX COUNTY	229 CAMDEN BYP		CAMDEN	AL	36726	334-682-5030	334-682-5038
2256	CLEWISTON	851 W VENTURA AVE		CLEWISTON	FL	33440	863-983-8855	863-983-5216
2258	SOUTH RAMSEY \ CROSS CREEK	526 RAMSEY ST		FAYETTEVILLE	NC	28301	910-221-4362	910-221-4365
2262	GREENE COUNTY	11 INDUSTRIAL PARK RD		CARMICHAELS	PA	15320	724-966-9292	724-966-9582
2263	FMC DS FORESTVILLE	135 MIDDLE ST		BRISTOL	CT	6010	860-584-2155	860-584-2646
2264	PEE DEE DIALYSIS CENTER	331 ELIZABETH ANNE CT		LAKE CITY	SC	29560	843-394-3944	843-394-1683
2271	PRINCE GEORGE COUNTY	7558 ANNAPOLIS RD		HYATTSVILLE	MD	20784	301-429-3555	301-429-8810
2272	CASCO BAY	2 CHABOT ST		WESTBROOK	ME	4092	207-854-9822	207-856-2524
2275	MAYAGUEZ NORTE	5320 ROAD 64 KM 0.5	BO. SABANETAS	MAYAGUEZ	PR	681	787-834-1550	787-834-4544
2276	NORTH MYRTLE BEACH DIALYSIS CENTER	710 HIGHWAY 17 S		NORTH MYRTLE BEACH	SC	29582	843-361-1709	843-361-7930
2277	WEST ANN ARBOR	2355 W STADIUM BLVD		ANN ARBOR	MI	48103	734-623-2259	734-623-2261
2279	CHANNEL ISLANDS / SOUTH OXNARD	2679 SAVIERS RD		OXNARD	CA	93033	805-486-2929	805-486-8849
2286	STREETSBORO KIDNEY CENTER	9200 STAPLES DR	STE A	STREETSBORO	OH	44241	330-422-0160	330-422-0156

2291	DONORA	470 GALIFFA DR		DONORA	PA	15033	724-379-7650	724-379-7687
2296	BMA SOUTH OKLAHOMA	5419 S WESTERN AVE		OKLAHOMA CITY	OK	73109	405-636-1570	405-632-1835
2297	RICHLAND COUNTY	680 BALLY ROW		MANSFIELD	OH	44906	419-774-0180	419-774-0181
2302	IRVING PLACE PD	120 E 16TH ST		NEW YORK	NY	10003	212-844-8617	212-844-8558
2308	RRI UMDC HOME	2465 BROADWAY		NEW YORK	NY	10025	212-501-8100	212-721-0286
2329	SOUTH COBB	1886 STALLION PKWY		AUSTELL	GA	30106	770-944-3237	770-944-3424
2346	ANDROSCOGGIN	1100 MINOT AVE		AUBURN	ME	4210	207-795-1315	207-795-6033
2359	ANDREWS	102 S COUNTY LINE RD		ANDREWS	SC	29510	843-221-5454	843-221-5499
2364	WALDORF	3510 OLD WASHINGTON RD		WALDORF	MD	20602	301-870-0220	301-870-6710
2375	RANCHO CUCAMONGA	10532 ACACIA ST	SUITE B2 / B3	RANCHO CUCAMONGA	CA	91730	909-987-8887	909-987-7866
2376	CAPITAL	1300 LINGLESTOWN RD		HARRISBURG	PA	17110	717-234-8840	717-234-8860
2377	RIVERSIDE	3470 LA SIERRA AVE	STE E	RIVERSIDE	CA	92503	951-343-7700	951-343-7718
2378	GRANBURY	950 WHITEHEAD DR		GRANBURY	TX	76048	817-279-9505	817-279-9520
2382	RED SPRINGS	1000 E 4TH AVE		RED SPRINGS	NC	28377	910-843-9311	910-843-4379
2385	BATON ROUGE ACUTE	4848 MANCUSO LN	STE B	BATON ROUGE	LA	70809	225-767-7844	225-767-7885
2386	LEBANON COUNTY / PALMYRA / HUMMELSTOWN	42 N LONDONDERRY SQ		PALMYRA	PA	17078	717-838-6050	717-838-6907
2387	REGENCY MANOR	2000 REGENCY MANOR CIR	STE 100	COLUMBUS	OH	43207	614-443-5500	614-443-5566
2388	ALUM CREEK/COLUMBUS SOUTHSIDE	3700 S HIGH ST	SOUTHLAND MALL, SUIT	COLUMBUS	OH	43207	614-409-9880	614-409-0934
2389	LEE COUNTY DIALYSIS CENTER	289 FAIRVIEW AVE		BISHOPVILLE	SC	29010	803-484-5972	803-484-6185
2395	ROCKINGHAM KIDNEY CTR. (CON)	2206 BARNES ST		REIDSVILLE	NC	27320	336-616-1611	336-616-1125
2403	WINTER PARK	6848 ALOMA AVE	ALOMA SQUARE SHOPP	WINTER PARK	FL	32792	407-673-5191	407-673-0884
2406	TEMPLE	2915 SAULSBURY DR		TEMPLE	TX	76504	254-742-1162	254-742-0462
2407	DICKINSON	3800 HUGHES CT		DICKINSON	TX	77539	281-534-2673	281-534-3865
2408	WAXAHACHIE	1300 S ROGERS ST		WAXAHACHIE	TX	75165	972-938-2212	972-938-2287
2410	ABILENE SOUTH	2009 HOSPITAL PL		ABILENE	TX	79606	325-793-2594	325-793-2225
2411	MCKINNEY	1831 HARROUN AVE		MCKINNEY	TX	75069	972-548-1511	972-548-1536
2412	WACO WEST	730 W STATE HIGHWAY 6		WACO	TX	76712	254-772-7719	254-772-3939
2413	GRAPEVINE	1601 HART CT		SOUTHLAKE	TX	76092	817-329-1866	817-329-6079
2427	RANKIN COUNTY	141 GATEWAY DR		BRANDON	MS	39042	601-591-0053	601-591-0350
2430	FARMERVILLE	108 W HILL ST		FARMERVILLE	LA	71241	318-368-3337	318-368-3370
2431	D'IBERVILLE	10374 LAMEY BRIDGE RD		DIBERVILLE	MS	39540	228-392-1300	228-396-5738
2433	WILLIAMSON COUNTY	900 SKYLINE DR	STE 200	MARION	IL	62959	618-993-1625	618-993-1834
2443	FUQUAY-VARINA	916 S MAIN ST		FUQUAY VARINA	NC	27526	919-552-1926	919-552-8411
2446	ALPHARETTA DIAL. CTR	1260 UPPER HEMBREE RD		ROSWELL	GA	30076	770-751-9757	770-667-8670
2447	CENTRAL ATLANTA	22 EXECUTIVE PARK WEST NE		ATLANTA	GA	30329	404-417-1916	404-417-1951
2448	PERIMETER	5825 GLENRIDGE DR NE	BUILDING 3, SUITE 150	ATLANTA	GA	30328	404-250-0058	404-847-9423
2450	HALIFAX COUNTY	612 MAIN ST		SCOTLAND NECK	NC	27874	252-826-5722	252-826-4642
2458	FAIRMONT WV	31 LANDING LN		FAIRMONT	WV	26554	304-363-3644	304-363-0343
2459	CHAMPAIGN IN-CENTER	1405 W PARK ST		URBANA	IL	61801	217-328-4100	217-328-2747
2466	EXETER	1 HAMPTON RD	BUILDING B SUITE 109	EXETER	NH	3833	603-777-9931	603-772-1148
2477	NEWPORT BEACH DIALYSIS CENTER	3333 W COAST HWY		NEWPORT BEACH	CA	92663	949-631-0107	949-631-2935
2485	MUSCOGEE COUNTY	1851 MANCHESTER EXPY		COLUMBUS	GA	31904	706-323-6162	706-323-6106
2487	FREEDOM	1520 FREEDOM BLVD		FLORENCE	SC	29505	843-292-8440	843-292-9489
2577	ORANGE COUNTY NORTH	511 N BROOKHURST ST	STE 100	ANAHEIM	CA	92801	714-778-0488	714-778-1363
2578	ORANGE COUNTY SOUTH	2020 E 1ST ST	STE 110	SANTA ANA	CA	92705	714-972-1236	714-972-1470
2581	FMC SAGINAW	4800 MCLEOD DR E		SAGINAW	MI	48604	989-790-9440	989-790-1335
2582	FMC BAY CITY	1536 W CENTER RD		ESSEXVILLE	MI	48732	989-894-2810	989-894-2901
2584	NEOMEDICA HAZELCREST CHRONIC	17524 E CARRIAGEWAY DR		HAZEL CREST	IL	60429	708-798-2899	708-798-4838
2586	CLINTON	35351A S GRATIOT AVE		CLINTON TOWNSHIP	MI	48035	586-791-6203	586-791-6645
2587	EAST DETROIT	22151 MOROSS RD	PB1, SUITE G-05	DETROIT	MI	48236	313-640-4972	313-640-5768
2589	PORT HURON	2607 ELECTRIC AVE		PORT HURON	MI	48060	810-982-5483	810-982-8976

2590	ROMEO PLANK	46591 ROMEO PLANK RD		MACOMB	MI	48044	586-226-6150	586-226-6151
2591	UNIVERSITY	18430 LIVERNOIS AVE		DETROIT	MI	48221	313-341-4366	313-341-4457
2592	WARREN	30300 HOOVER RD		WARREN	MI	48093	586-558-8890	586-558-9536
2597	DARE COUNTY DIALYSIS	115 EXETER ST		MANTEO	NC	27954	252-475-3530	252-475-3534
2598	VISTA DEL SOL	10420 VISTA DEL SOL DR		EL PASO	TX	79925	915-592-8496	915-592-4401
2599	EUGENE DIALYSIS SERVICES	201 RIVER AVE		EUGENE	OR	97404	541-743-4335	541-743-4336
2601	MICHIGAN DIALYSIS - LIVONIA	19900 HAGGERTY RD	STE 106	LIVONIA	MI	48152	734-432-7870	734-432-7871
2622	OREGON DS HOSPITAL	3333 RIVERBEND DR		SPRINGFIELD	OR	97477	541-222-3360	541-222-3366
2627	PHILADELPHIA ACUTE PROGRAM	630 W GERMANTOWN PIKE	STE 100	PLYMOUTH MEETING	PA	19462	610-276-2018	610-834-7452
2647	WEST LAFAYETTE	2804 AMBASSADOR CAFFERY PKWY		LAFAYETTE	LA	70506	337-984-7299	337-984-5772
2655	SOUTHWESTERN DC	6010 FOREST PARK RD		DALLAS	TX	75235	214-366-2973	214-352-2788
2660	CLAXTON DIALYSIS CENTER	312 N RIVER ST		CLAXTON	GA	30417	912-739-9449	912-739-4424
2661	HARTSVILLE	1308 S 4TH ST		HARTSVILLE	SC	29550	843-383-9526	843-383-9577
2663	BREAUX BRIDGE	100 CHAMPAGNE BLVD	BLDG A	BREAUX BRIDGE	LA	70517	337-332-6813	337-332-6779
2669	HAWTHORNE	5837 SE US HIGHWAY 301		HAWTHORNE	FL	32640	352-481-2664	352-481-2104
2671	MAGNOLIA GROVE	7940 MOFFETT RD		SEMMES	AL	36575	251-649-6343	251-649-6608
2672	WILMINGTON	701 N CLAYTON ST	ST. FRANCIS HOSPITAL S	WILMINGTON	DE	19805	302-421-9177	302-421-9832
2675	COUSHATTA	501 WILKINSON ST		COUSHATTA	LA	71019	318-932-5378	318-932-8109
2677	NEOMEDICA ROUNDLAKE	401 W NIPPERSINK RD		ROUND LAKE	IL	60073	847-740-5281	847-740-6953
2678	GRADUATE	1740 SOUTH ST		PHILADELPHIA	PA	19146	215-546-2183	215-546-4252
2682	ALBANY DIALYSIS CENTER	64 SHAKER RD		ALBANY	NY	12204	518-427-0473	518-427-0032
2683	ALBANY REGIONAL DIALYSIS CENTER	2 CLARA BARTON DR		ALBANY	NY	12208	518-434-6565	518-434-6611
2684	AMSTERDAM DIALYSIS CENTER	1810 RIVERFRONT CTR		AMSTERDAM	NY	12010	518-842-4360	518-842-6009
2685	CAPITAL DISTRICT DIALYSIS CENTER	650 MCCLELLAN ST		SCHENECTADY	NY	12304	518-382-0201	518-382-0042
2686	CENTRAL SUFFOLK AKC	5225 NESCONSET HWY	STE 72	PORT JEFFERSON STATION	NY	11776	631-331-5600	631-331-6096
2692	ROBESON COUNTY DIALYSIS	704 S WALNUT ST		FAIRMONT	NC	28340	910-628-6898	910-628-6056
2693	PLYMOUTH	734 US HIGHWAY 64 E		PLYMOUTH	NC	27962	252-793-6300	252-793-6446
2695	BRIGGS AVENUE DIALYSIS	1209 S BRIGGS AVE		DURHAM	NC	27703	919-598-9992	919-957-3675
2698	RAYTOWN	11503 E 63RD ST		RAYTOWN	MO	64133	816-353-3080	816-353-8422
2712	LAMAR	108 LEE AVE		LAMAR	CO	81052	719-336-1170	719-336-1171
2714	PUEBLO SOUTH	3426 LAKE AVE		PUEBLO	CO	81004	719-564-2442	719-564-2505
2716	WEST MADISON - JV	29569 HUNTSVILLE BROWNSFERRY RD		MADISON	AL	35756	256-233-5757	256-233-5578
2723	SOUNDSHORE DIALYSIS CENTER	16 GUION PL		NEW ROCHELLE	NY	10801	914-235-6878	914-235-6258
2724	SAN BERNARDINO	636 E BRIER DR	STE 150	SAN BERNARDINO	CA	92408	909-890-9508	909-890-9849
2726	CHAMPAIGN PD	1405 W PARK ST		URBANA	IL	61801	217-328-4100	217-328-4110
2735	FORT FOOTE	8507 OXON HILL RD		FORT WASHINGTON	MD	20744	301-686-0802	301-686-0807
2736	PEARLAND	1830 BROADWAY ST		PEARLAND	TX	77581	281-993-0723	281-993-0931
2738	BERWICK	301 MARKET ST		BERWICK	PA	18603	570-752-9180	570-752-9184
2739	DEER PARK	4621 CENTER ST		DEER PARK	TX	77536	281-542-6856	281-542-7294
2752	CENTRAL MINNESOTA REGIONAL DIALYSIS	17315 ZANE ST NW		ELK RIVER	MN	55330	763-241-6832	763-441-3905
2756	KENTWOOD	916 AVENUE G		KENTWOOD	LA	70444	985-229-8018	985-229-8078
2757	FMC LETHOLT	906 WOLLARD BLVD		RICHMOND	MO	64085	816-776-2777	816-776-3307
2758	WEST SHREVEPORT	4338 PINES RD		SHREVEPORT	LA	71119	318-621-0750	318-621-0733
2759	SALEM-IN	102 CONNIE AVE	STE 104	SALEM	IN	47167	812-883-9187	812-883-0496
2760	NW KIDNEY CENTER-NC	2837 HORSE PEN CREEK RD		GREENSBORO	NC	27410	336-664-6869	336-664-6965
2762	CENTRAL NEW MEXICO KIDNEY CENTER	2800 PALMILLA RD		LOS LUNAS	NM	87031	505-866-9544	505-565-2963
2763	PLAINS REGIONAL DIALYSIS	2117 N THOMAS ST		CLOVIS	NM	88101	575-769-3898	575-769-3978
2764	SOUTHEASTERN NEW MEXICO KIDNEY CENTER	2801 N MAIN ST		ROSWELL	NM	88201	575-625-9165	575-625-5521
2765	NORTH ALBUQUERQUE	4700 JEFFERSON ST NE		ALBUQUERQUE	NM	87109	505-872-4748	505-872-4813
2766	ANDERSON-SC	416 E CALHOUN ST		ANDERSON	SC	29621	864-224-1678	864-224-2830
2767	OCONEE	685 S OAK ST		SENECA	SC	29678	864-885-0273	864-885-0179

2771	FMC DIALYSIS SERVICES OF MT HOOD	100 SE CLEVELAND AVE		GRESHAM	OR	97080	503-674-4955	503-669-3585
2772	BELLFLOWER	10116 ROSECRANS AVE		BELLFLOWER	CA	90706	562-920-2070	562-920-2190
2773	SOUTH BAY	1221 PACIFIC COAST HWY		HARBOR CITY	CA	90710	310-539-1221	310-539-2008
2777	WEST CHATHAM DIALYSIS CENTER	113 MINIS AVE		GARDEN CITY	GA	31408	912-965-0305	912-965-0501
2778	BARTLETT HOME - JV	1533 BONNIE LN	STE 101	CORDOVA	TN	38016	901-624-3833	901-624-3834
2787	WOODWARD (OWNED)	909 18TH ST		WOODWARD	OK	73801	580-256-0371	580-256-0374
2801	BAYSIDE DIALYSIS	20110 NORTHERN BLVD		BAYSIDE	NY	11361	718-423-6638	718-423-3959
2802	CITY DIALYSIS CENTER	105 E 106TH ST		NEW YORK	NY	10029	212-348-6637	212-876-9362
2803	HARLEM	2615 FREDERICK DOUGLASS BLVD		NEW YORK	NY	10030	212-281-8200	212-690-7265
2804	MIDDLETOWN	220 CRYSTAL RUN RD		MIDDLETOWN	NY	10941	845-695-1200	845-695-1380
2805	NEPHRO CARE INC.	1402 ATLANTIC AVE		BROOKLYN	NY	11216	718-771-6961	718-771-0409
2806	NEPHRO CARE WEST	362 4TH AVE		BROOKLYN	NY	11215	718-858-6675	718-858-4988
2807	SOUTHERN MANHATTAN DIALYSIS CENTER	510 AVENUE OF THE AMERICAS		NEW YORK	NY	10011	212-675-6880	212-727-0821
2808	SOUTHERN WESTCHESTER DIALYSIS CENTER	44 VARK ST		YONKERS	NY	10701	914-965-0200	914-965-2247
2809	LANAI COMMUNITY DIALYSIS	628 7TH ST		LANAI CITY	HI	96763	808-565-9650	808-565-6375
2814	MEMPHIS ACUTES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4500	901-360-1069
2818	CONNER	5555 CONNER ST		DETROIT	MI	48213	313-924-0019	313-924-0066
2819	BEWICK	10201 E JEFFERSON AVE		DETROIT	MI	48214	313-824-3430	313-824-2338
2826	TOMBIGBEE	215 WALKER SPRINGS RD		JACKSON	AL	36545	251-246-6667	251-246-5009
2827	WHETSTONE	676 S ALABAMA AVE		MONROEVILLE	AL	36460	251-575-3452	334-575-2047
2828	THOMASVILLE	30230 HIGHWAY 43		THOMASVILLE	AL	36784	334-636-1411	334-636-5338
2829	ROANE COUNTY	1662 ROANE STATE HWY		HARRIMAN	TN	37748	865-717-1032	865-717-6238
2830	OAK RIDGE	650 BRIARCLIFF AVE		OAK RIDGE	TN	37830	865-482-7650	865-483-7719
2831	CRAVEN COUNTY DIALYSIS CENTER	2113B NEUSE BLVD		NEW BERN	NC	28560	252-633-3378	252-633-3472
2834	HAHNEMANN UNIVERSITY HOSPITAL	230 N BROAD ST		PHILADELPHIA	PA	19102	215-762-7050	215-762-3038
2835	FMC DIALYSIS SERVICES DULUTH	502 E 2ND ST		DULUTH	MN	55805	218-786-1533	218-786-5863
2836	FMC DIALYSIS SERVICES CHEQUAMEGON BAY	1815 BEASER AVE		ASHLAND	WI	54806	715-682-4333	715-682-4389
2837	FMC DIALYSIS SERVICES EVELETH	233 MCKINLEY AVE		EVELETH	MN	55734	218-744-3226	218-744-3072
2838	FMC DIALYSIS SERVICES GRAND RAPIDS	410 SW 1ST AVE		GRAND RAPIDS	MN	55744	218-327-1930	218-327-1912
2839	FMC DIALYSIS SERVICES SUPERIOR	3500 TOWER AVE		SUPERIOR	WI	54880	715-395-2199	715-395-2195
2841	WEST COVINA (OWNED)	1540 W WEST COVINA PKWY		WEST COVINA	CA	91790	626-337-8007	626-337-7494
2865	WARREN HILLS	884 US HIGHWAY 158 BUS W		WARRENTON	NC	27589	252-257-0420	252-257-5918
2867	IRWINDALE	12711 RAMONA BLVD		IRWINDALE	CA	91706	626-856-3944	626-856-0395
2868	WEST LOS ANGELES	301 N PRAIRIE AVE		INGLEWOOD	CA	90301	310-674-9640	310-674-9602
2869	MID-WILSHIRE	3545 WILSHIRE BLVD		LOS ANGELES	CA	90010	213-382-8864	213-382-2155
2870	NORTH LONG BEACH	145 W VICTORIA ST		LONG BEACH	CA	90805	310-639-3122	310-639-3175
2879	DAMARISCOTTA	4 EDWARDS AVE		DAMARISCOTTA	ME	4543	207-563-2601	207-563-2605
2884	PALMER	42 WRIGHT ST		PALMER	MA	1069	413-284-0700	413-284-0705
2889	UMBAGOG DIALYSIS CENTER	73 ALLEN ST		WILTON	ME	4294	207-645-2102	207-645-2613
2890	SOUTHWEST WAKE	320 GIDEON CREEK WAY		RALEIGH	NC	27603	919-771-1022	919-771-1709
2907	PARADISE	6919 PARADISE VALLEY RD		SAN DIEGO	CA	92139	619-475-2872	619-475-2842
2908	COLLEGE	4660 EL CAJON BLVD	STE 110	SAN DIEGO	CA	92115	619-516-4803	619-563-6429
2909	RANCHO	11031 VIA FRONTERA	STE C	SAN DIEGO	CA	92127	858-385-0700	858-385-0474
2911	SAGINAW RIVERSIDE	920 N NIAGARA ST		SAGINAW	MI	48602	989-921-2170	989-921-2174
2912	UNIVERSITY OF ROCHESTER - CLINTON	2400 CLINTON AVE S		ROCHESTER	NY	14618	585-461-0770	585-473-6891
2913	UNIVERSITY OF ROCHESTER - FINGER LAKES UNIT	130 PHOENIX MILLS PLZ		VICTOR	NY	14564	585-742-1370	585-742-2087
2915	UNIVERSITY OF ROCHESTER - LIVING CENTER UNIT	500 HAHNEMANN TRL		PITTSFORD	NY	14534	585-389-3080	585-389-3081
2916	UNIV OF ROCHESTER - STRONG MEM'L HEMO PROG.	2613 W HENRIETTA RD	STE 1	ROCHESTER	NY	14623	585-273-7600	585-424-5122
2917	UNIV. OF ROCHESTER - STRONG MEM'L PD PROG.	2613 W HENRIETTA RD	STE 2	ROCHESTER	NY	14623	585-273-7600	585-424-5123
2921	ST. CLAIR SHORES DIALYSIS	26210 HARPER AVE		200 SAINT CLAIR SHORES	MI	48081	586-771-4868	586-771-4878
2926	MIDWEST DIALYSIS	4000 INDIAN HILLS DR		SIOUX CITY	IA	51108	712-239-4333	712-239-4888

2927	SUNSET	115 ACORN DR		SUNSET	LA	70584	337-662-3702	337-662-3779
2931	FT. VALLEY	135 AVERA DR		FORT VALLEY	GA	31030	478-827-0776	478-827-0699
2932	CHATTAHOOCHEE	2042 WYNNTON RD		COLUMBUS	GA	31906	706-571-6201	706-571-6206
2933	WOODSTOCK	110 LONDONDERRY CT		WOODSTOCK	GA	30188	770-592-3439	770-592-3329
2934	ROCK HILL	1560 HEALTH CARE DR		ROCK HILL	SC	29732	803-328-3113	803-328-3152
2938	MT. STERLING	75 STERLING WAY		MOUNT STERLING	KY	40353	859-499-0630	859-499-3381
2939	HARLAN	136 VILLAGE CENTER RD		HARLAN	KY	40831	606-574-0005	606-574-0009
2941	FMC MEDICAL SERVICES OF MEYERLAND DIALYSIS	10311 S POST OAK RD		HOUSTON	TX	77035	713-283-9488	713-283-9011
2942	N. BROWNSVILLE	1900 N EXPRESSWAY	STE E	BROWNSVILLE	TX	78521	956-504-5045	956-504-5085
2956	DANVILLE	975 HUSTONVILLE RD	STE 1	DANVILLE	KY	40422	859-236-2214	859-236-8568
2963	NORTH BUCKNER DIALYSIS CENTER	3650 N BUCKNER BLVD		DALLAS	TX	75228	214-367-8880	214-367-8889
2965	AURORA DIALYSIS	455 MERCY LN		AURORA	IL	60506	630-892-7445	630-892-0321
2966	BOLINGBROOK DIALYSIS	329 REMINGTON BLVD	STE 110	BOLINGBROOK	IL	60440	630-759-1395	630-759-1507
2967	BLUE ISLAND	12200 WESTERN AVE	STE 120	BLUE ISLAND	IL	60406	708-597-9933	708-597-9940
2968	DUPAGE WEST	450 E ROOSEVELT RD	STE 101	WEST CHICAGO	IL	60185	630-293-6356	630-293-6643
2969	CHICAGO DIALYSIS CENTER	820 W JACKSON BLVD		CHICAGO	IL	60607	312-930-9365	312-930-0002
2970	DOWNERS GROVE	3825 HIGHLAND AVE	STE 102	DOWNERS GROVE	IL	60515	630-964-2605	630-964-9414
2971	ELK GROVE	901 BIESTERFIELD RD	STE 400	ELK GROVE VILLAGE	IL	60007	847-437-0824	847-437-7945
2972	ELK GROVE HOME	901 BIESTERFIELD RD	STE 401	ELK GROVE VILLAGE	IL	60007	847-952-9866	847-952-8424
2973	GLENVIEW DIALYSIS	4248 COMMERCIAL WAY		GLENVIEW	IL	60025	847-824-2006	847-824-8286
2974	GREENWOOD AVENUE DIALYSIS CENTER	1111 E 87TH ST	STE 700	CHICAGO	IL	60619	773-375-5668	773-375-5672
2975	JACKSON PARK	7531 S STONY ISLAND AVE		CHICAGO	IL	60649	773-947-7510	773-493-0168
2976	WESTCHESTER	2400 WOLF RD	STE 101A	WESTCHESTER	IL	60154	708-409-7780	708-409-7781
2979	NORTH AVENUE	911 W NORTH AVE		MELROSE PARK	IL	60160	708-344-6122	708-344-6127
2981	SOUTHSIDE DIALYSIS	3134 W 76TH ST		CHICAGO	IL	60652	773-471-0400	773-471-1172
2982	WEST METRO	1044 N MOZART ST	STE 3	CHICAGO	IL	60622	773-772-9400	773-772-3935
2983	WEST SUBURBAN	518 N AUSTIN AVE		OAK PARK	IL	60302	708-386-5550	708-386-5574
2990	DS TOPEKA	3931 SW GAGE CENTER DR		TOPEKA	KS	66604	785-228-8978	785-228-8992
2998	TRI COUNTIES	817 S 13TH ST		DECATUR	IN	46733	260-724-8303	260-724-7685
3000	ENGLEWOOD DIALYSIS	350 ENGLE ST	ENGLEWOOD HOSPITAL	ENGLEWOOD	NJ	7631	201-503-1401	201-503-1406
3001	KENVIL	677 ROUTE 46	SUITE C	KENVIL	NJ	7847	973-252-1301	973-252-1305
3007	MONTEFIORE DIALYSIS CENTER III	1325 MORRIS PARK AVE		BRONX	NY	10461	718-597-2255	718-597-0272
3008	MONTEFIORE DIALYSIS CENTER IV	1695 EASTCHESTER RD		BRONX	NY	10461	718-792-0470	718-792-8862
3014	DS COLUMBUS	1303 OLENTANGY RIVER RD	STE 100	COLUMBUS	OH	43212	614-294-5757	614-294-5671
3015	DS FAIRFIELD	4750 DIXIE HWY		FAIRFIELD	OH	45014	513-863-6882	513-863-6898
3016	DS MARIETTA	16 ACME ST	WASHINGTON CENTER	MARIETTA	OH	45750	740-376-0045	740-376-0238
3025	SUBURBAN HOME DIALYSIS CENTER	20050 HARVARD AVE		WARRENSVILLE HEIGHTS	OH	44122	216-491-0600	216-491-0605
3026	OHIO VALLEY DIALYSIS CENTER	230 BELLEMEADE AVE		EVANSVILLE	IN	47713	812-425-4111	812-425-4169
3030	ALSIP	12250 S CICERO AVE	STE 105	ALSIP	IL	60803	708-389-0955	708-389-1413
3031	AUSTIN COMMUNITY	4800 W CHICAGO AVE	STE 2A	CHICAGO	IL	60651	773-287-0680	773-287-0681
3032	CONGRESS PARKWAY	3410 W VAN BUREN ST		CHICAGO	IL	60624	773-722-4245	773-722-4268
3033	GLENDALE HEIGHTS	130 E ARMY TRAIL RD		GLENDALE HEIGHTS	IL	60139	630-924-7288	630-924-7387
3034	WILLOWBROOK	6300 KINGERY HWY	STE 408	WILLOWBROOK	IL	60527	630-325-0309	630-325-5034
3036	WARWICK	2814 POST RD		WARWICK	RI	2886	401-738-4050	401-738-7298
3040	GREENUP	965 TOWNHILL PLZ		GREENUP	KY	41144	606-473-0410	606-473-0427
3041	MCKINLEYVILLE	1550 HEARTWOOD DR		MCKINLEYVILLE	CA	95519	707-839-4465	707-839-4734
3054	CINCINNATI ACUTE	4010 EXECUTIVE PARK DR	STE 115	CINCINNATI	OH	45241	513-769-6465	513-769-6469
3071	BMA ST. LOUIS ACUTES	6865 PARKER RD		FLORISSANT	MO	63033	314-653-1597	314-653-8754
3095	GREATER VIRGINIA ACUTES							
3102	FMC DIALYSIS SERVICES OF SAN FERNANDO	451 S BRAND BLVD		SAN FERNANDO	CA	91340	818-837-9980	818-837-9984
3103	WOODLAND HILLS	19836 VENTURA BLVD		WOODLAND HILLS	CA	91364	818-713-9040	818-713-9047

3104 ANTELOPE VALLEY	44950 VALLEY CENTRAL WAY		LANCASTER	CA	93536	661-729-5680	661-729-5689
3109 GALLIPOLIS	137 PINE ST		GALLIPOLIS	OH	45631	740-441-9300	740-441-9301
3122 DA OF NORTHERN NEW JERSEY	2200 STATE RT 10		PARSIPPANY	NJ	7054	973-267-2009	973-889-9159
3132 DS OF CENTRAL CITY MGMT	222 PHILLIP STONE WAY		CENTRAL CITY	KY	42330	270-754-4404	270-754-4370
3134 GREATER DC ACUTES						301-731-5596	301-731-5310
3135 GREATER MARYLAND ACUTES						703-396-7999	703-396-7989
3145 JONES COUNTY	110 INDUSTRIAL PARK DR		TRENTON	NC	28585	252-448-4575	252-448-1339
3186 AKRON ACUTES	199 PERKINS ST		AKRON	OH	44304	330-535-4643	330-535-4931
3187 ELLIJAY	941 PROGRESS RD		ELLIJAY	GA	30540	706-635-3580	706-635-3583
3190 DISCOVERY	1131 EAGLETREE LN SW		HUNTSVILLE	AL	35801	256-489-4160	256-489-4170
3196 PAINTSVILLE	620 JEFFERSON AVE		PAINTSVILLE	KY	41240	606-789-2278	606-789-2279
3198 KAUKAUNA	2259 PROGRESS WAY		KAUKAUNA	WI	54130	920-759-4540	920-759-4548
3201 DALLAS COUNTY	200 S PARK PL		SELMA	AL	36701	334-872-8460	334-872-8464
3203 NORTHWEST SHREVEPORT ACUTE	1800 BUCKNER ST	BUILDING A, SUITE 100	SHREVEPORT	LA	71101	318-226-9219	318-227-9318
3206 EAST GREENSBORO	3839 BURLINGTON RD		GREENSBORO	NC	27405	336-358-1233	336-358-1293
3207 FMC FALMOUTH	34 BATES RD	STE 201	MASHPEE	MA	2649	508-539-7080	508-539-7090
3208 SPIRIT VALLEY	4700 MIKE COLALILLO DR		DULUTH	MN	55807	218-624-7787	218-624-7752
3214 SOUTH ALLENTOWN	2820 MITCHELL AVE		ALLENTOWN	PA	18103	610-797-7655	610-797-1314
3215 SANTA ROSA NORTH	487 AVIATION BLVD	# 110	SANTA ROSA	CA	95403	707-568-1755	707-568-7783
3216 HILTON HEAD	25 HOSPITAL CENTER BLVD	SUITE 108, HOSPITAL MI	HILTON HEAD ISLAND	SC	29926	843-681-5840	843-681-5842
3217 CATAWBA VALLEY	301 10TH ST NW	STE A101	CONOVER	NC	28613	828-464-3830	828-464-3833
3223 WEST FAYETTEVILLE	6959 NEXUS CT		FAYETTEVILLE	NC	28304	910-867-2602	910-867-2526
3224 LAKEVIEW	45 MEDICAL PARK DR		GUNTERSVILLE	AL	35976	256-753-0112	256-753-0116
3225 ELK RIVER	501 AMANA AVE		FAYETTEVILLE	TN	37334	931-438-2399	931-438-0575
3227 BOYNTON BEACH NORTH	4965 LE CHALET BLVD		BOYNTON BEACH	FL	33436	561-734-5585	561-734-5415
3229 SUNRISE COUNTY DIALYSIS	19 VANASSE RD		EASTPORT	ME	4631	207-853-9600	207-853-9426
3234 AYDEN DIALYSIS	3793 LEE ST		AYDEN	NC	28513	252-746-9622	252-746-9628
3235 LIBERTY DIALYSIS - HUNTSVILLE TX - JV							
3239 HAMILTON	3090 MCBRIDE CT	STE A	HAMILTON	OH	45011	513-895-7300	513-895-7305
3241 NORTH COBB	1392 BELLS FERRY RD		MARIETTA	GA	30066	770-528-3898	770-528-6419
3252 CAROLINA DIALYSIS - PITTSBORO	480 HILLSBORO ST		PITTSBORO	NC	27312	919-545-0019	919-545-2919
3255 UNIVERSITY OF MICHIGAN - ANN ARBOR	2850 S INDUSTRIAL HWY		ANN ARBOR	MI	48104	734-677-1490	734-677-1489
3267 GERMANTOWN	3401 FOX ST	STE C	PHILADELPHIA	PA	19129	215-221-3120	215-227-4295
3268 EPISCOPAL	100 E LEHIGH AVE	MAB 107	PHILADELPHIA	PA	19125	215-707-0478	215-707-0483
3277 GARDENDALE DIALYSIS FACILITY	592 FIELDSTOWN RD	STE 102	GARDENDALE	AL	35071	205-608-3653	205-608-3654
3281 HOMER	3680 HIGHWAY 79		HOMER	LA	71040	318-927-8987	318-927-5965
3284 PLAINVIEW	3304 OLTON RD	#B	PLAINVIEW	TX	79072	806-296-6661	806-296-6535
3285 NAZARETH	2601 HOLME AVE	MARIAN BLDG., GROUN	PHILADELPHIA	PA	19152	215-335-0668	215-335-0614
3302 HONOLULU ACUTES	99-115 AIEA HEIGHTS DR		AIEA	HI	96701	808-487-2190	808-487-2360
3305 SOUTH CENTRAL LOUISVILLE	8319 PRESTON HWY	STE E	LOUISVILLE	KY	40219	502-968-2225	502-968-2526
3313 LINCOLN COUNTY	9 LINCOLN CTR	STE A	TROY	MO	63379	636-462-4910	636-462-4927
3332 NEW BAILIE	1717 WALTON WAY		AUGUSTA	GA	30904	706-481-6920	706-481-8370
3333 BROOKDALE PHYSICIANS DIALYSIS ASSOCIATES	9701 CHURCH AVE		BROOKLYN	NY	11212	718-495-4680	718-495-4684
3340 REIFENSTEIN - JV	9109 MENDENHALL MALL RD	STE 6	JUNEAU	AK	99801	907-790-3002	907-790-3014
3355 JEFFERSON COUNTY	1301 YMCA DR		FESTUS	MO	63028	636-937-7977	636-931-2990
3359 ST. PAUL	445 ETNA ST	STE 60	SAINT PAUL	MN	55106	651-251-3847	651-251-3855
3366 AUXILIO MUTUO DIALYSIS CENTER	LAS CUMBRES AVE.	STATE ROAD 199, KM 0.	SAN JUAN	PR	926	787-999-4884	787-523-0454
3367 FMC PONCE CENTRO	7309 CALLE RAMON POWER		PONCE	PR	717	787-848-0045	787-843-9194
3368 CENTRO RENAL DE YAUCO	PROLONGACION 25 DE JULIO STREET	CONDOMINIO TORRES \	YAUCO	PR	698	787-267-4884	787-267-4890
3372 ANNE ARUNDEL	2032 INDUSTRIAL DR		ANNAPOLIS	MD	21401	410-266-7288	410-266-3011
3374 CARRBORO - UNC	105 RENEE LYNN CT		CARRBORO	NC	27510	919-966-4359	919-966-3241

3375	CAROLINA DIALYSIS - SILER CITY	192 CAMPUS DR		SILER CITY	NC	27344	919-663-1054	919-663-1059
3376	CAROLINA DIALYSIS - SANFORD	1922 K M WICKER MEMORIAL DR		SANFORD	NC	27330	919-718-0680	919-718-0684
3379	ST. RAPHAELS	137 WATER ST		NEW HAVEN	CT	6511	203-772-2421	203-772-2471
3382	UNIVERSITY OF MICHIGAN - ANN ARBOR PD	2850 S INDUSTRIAL HWY		ANN ARBOR	MI	48104	734-677-1490	734-677-1489
3385	BRANFORD DIALYSIS CENTER	34 E INDUSTRIAL RD		BRANFORD	CT	6405	203-315-8113	203-315-4936
3389	NEW HOPE DIALYSIS	835 S NEW HOPE RD		RALEIGH	NC	27610	919-231-3700	919-231-3002
3390	COLLIERVILLE	155 CRESCENT DR		COLLIERVILLE	TN	38017	901-861-8041	901-861-8042
3393	NORTH CENTRAL ACUTES - NORTH	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
3394	NORTH CENTRAL ACUTES - SOUTH	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
3395	NORTH CENTRAL ACUTES - EAST	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
3396	NORTH CENTRAL ACUTES - WEST	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
3399	ROYAL PALM WEST	6901 OKEECHOBEE BLVD		WEST PALM BEACH	FL	33411	561-616-3335	561-616-2522
3403	TAWAS	1698 E US 23		EAST TAWAS	MI	48730	989-362-5267	989-362-5537
3418	AUBURN	211 E UNIVERSITY DR		AUBURN	AL	36832	334-501-8890	334-501-8893
3419	HOUSTON COUNTY	816 DUKE AVE		WARNER ROBINS	GA	31093	478-923-7600	478-923-7400
3425	FIRST COAST DIALYSIS CENTER	5730 BOWDEN RD		JACKSONVILLE	FL	32216	904-419-0273	904-419-4981
3426	NEWBURYPORT	260 MERRIMAC ST	TOWLE BUILDING	NEWBURYPORT	MA	1950	978-465-7030	978-465-7032
3428	SPRING HOPE	102 DODD ST	FOOD LION SHOPPING C	SPRING HOPE	NC	27882	252-478-4091	252-478-9997
3432	FMCNA NEW BRIGHTON DIALYSIS CENTER	550 COUNTY ROAD D W		NEW BRIGHTON	MN	55112	651-631-0885	651-631-1878
3433	FMCNA PARK AVENUE DIALYSIS CENTER	2637 PARK AVE		MINNEAPOLIS	MN	55407	612-872-1946	612-872-4823
3434	MORA	820 HOWE AVE	STE 104	MORA	MN	55051	320-679-1250	320-679-1154
3435	SOUTH MINNEAPOLIS	4310 NICOLLET AVE		MINNEAPOLIS	MN	55409	612-822-4411	612-822-7770
3436	SHAKOPEE	1515 SAINT FRANCIS AVE	STE 150	SHAKOPEE	MN	55379	952-403-1038	952-403-1054
3438	MASSILLON	2474 LINCOLN WAY E		MASSILLON	OH	44646	330-837-2575	330-837-1692
3448	MARLBOROUGH - JV	360 CEDAR HILL ST	STE 3	MARLBOROUGH	MA	1752	561-616-3335	561-616-2522
3524	LUTHERAN MEDICAL CENTER - ACUTE PROGRAM	150 55TH ST	BLDG B SUITE 1L	BROOKLYN	NY	11220	718-630-7340	718-630-6882
3733	DEKALB ACUTE	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
3736	SURRATTS - JV	8949 WOODYARD RD		CLINTON	MD	20735	301-856-7536	301-856-7686
3744	VICKSBURG MS INPATIENT SERVICES	104 RAILROAD AVENUE		DELTA	LA	71233	318-633-9662	318-633-9663
3746	HELENA AR INPATIENT SERVICES	108 D ANNA PL		HELENA	AR	72342	870-338-7800	870-338-7715
3752	GREENWOOD MS INPATIENT SERVICES	609 TALLAHATCHIE ST		GREENWOOD	MS	38930	662-453-5208	662-453-4546
3761	GREENVILLE MS INPATIENT SERVICES	2001 MEDICAL PARK DR		GREENVILLE	MS	38703	662-378-2454	662-335-8770
3762	CLARKSDALE MS INPATIENT SERVICES	2010 N STATE ST		CLARKSDALE	MS	38614	662-627-4786	662-624-4173
3767	ATLANTIC HEMODIALYSIS	339 HICKS ST		BROOKLYN	NY	11201	718-780-1224	718-780-2592
3768	ATLANTIC PD	61 ATLANTIC AVE	STE A	BROOKLYN	NY	11201	718-780-4686	718-624-3179
3769	BROOKLYN KIDNEY CENTER	184 STERLING PL		BROOKLYN	NY	11217	718-780-4601	718-789-6900
3770	COBBLE HILL NURSING HOME	380 HENRY ST		BROOKLYN	NY	11201	718-625-4385	718-625-4386
3775	CHESTERFIELD	48656 GRATIOT AVE		CHESTERFIELD	MI	48051	586-949-0329	586-949-3986
3776	ALBUQUERQUE ACUTE	1600 RANDOLPH CT SE		ALBUQUERQUE	NM	87106	505-244-4050	505-244-4072
3777	VALLEY CITY	2400 COLUMBIA RD		MEDINA	OH	44256	330-483-4666	330-483-8301
3778	CYNTHIANA	994 US HIGHWAY 27 S	STE 6	CYNTHIANA	KY	41031	859-235-0542	859-235-0562
3784	FRESENIUS MEDICAL CARE OF IMPERIAL COUNTY	200 WAKE AVE		EL CENTRO	CA	92243	760-353-3323	760-353-6532
3786	NEWPORT DIALYSIS	119 HEDRICK DR		NEWPORT	TN	37821	423-613-9000	423-613-9018
3789	RUSTON LA INPATIENT SERVICES	711 WOOD ST	STE B	MONROE	LA	71201	318-327-4405	318-323-1341
3792	WEST MONROE LA INPATIENT SERVICES	711 WOOD ST	STE B	MONROE	LA	71201	318-327-4405	318-323-1341
3814	COLUMBUS MS INPATIENT SERVICES	92 N BROOKMOORE DR		COLUMBUS	MS	39705	662-327-9208	662-327-2319
3817	MERIDIAN MS INPATIENT SERVICES	2205 HIGHWAY 39 N		MERIDIAN	MS	39301	601-483-0606	601-483-5944
3818	RUSH MS INPATIENT SERVICES	2205 HIGHWAY 39 N		MERIDIAN	MS	39301	601-483-0606	601-483-5944
3819	OSWEGO DIALYSIS	1051 STATION DR		OSWEGO	IL	60543	630-554-4783	630-554-5431
3820	EAST LA	5220 TELFORD ST		LOS ANGELES	CA	90022	323-269-2091	323-269-2673
3824	SLIDELL	877 BROWNSWITCH RD		SLIDELL	LA	70458	985-643-6283	985-643-6383

3830 HINCKLEY	2583 CENTER RD		HINCKLEY	OH	44233	330-220-4366	330-220-4336
3832 LEESVILLE MGD	900 N 5TH ST	STE 5	LEESVILLE	LA	71446	337-392-5122	337-392-1192
3836 CHARLESTOWN	179 E BURR BLVD		KEARNEYSVILLE	WV	25430	304-728-8775	304-728-8229
3837 DOMINION	910 GREAT BRIDGE BLVD	STE 101	CHESAPEAKE	VA	23320	757-549-3813	757-549-3817
3838 JACKSON	1550 HIGHWAY 15 S	STE 30	JACKSON	KY	41339	606-693-4770	606-693-4775
3839 NEW MARKET	1030 W HIGHWAY 11E		NEW MARKET	TN	37820	865-475-7524	865-475-7689
3840 MADISON	1708 CRAGMONT ST		MADISON	IN	47250	812-273-7131	812-273-7135
3841 VIRGINIA BEACH	525 S INDEPENDENCE BLVD	STE 150	VIRGINIA BEACH	VA	23452	757-687-7902	757-687-7907
3844 BELTON-HONEA PATH	200 CHURCH ST		HONEA PATH	SC	29654	864-369-6509	864-369-6510
3845 BRAWLEY	751 W LEGION RD	STE 100	BRAWLEY	CA	92227	760-344-3766	760-344-3856
3846 VILLA RICA	130 PROSPECTER DR		VILLA RICA	GA	30180	770-459-7135	770-459-9954
3850 PERRY COUNTY	12 N KINGSHIGHWAY ST		PERRYVILLE	MO	63775	573-547-2900	573-547-6024
3854 NARANJA	26585 S DIXIE HWY		HOMESTEAD	FL	33032	305-257-1031	305-257-1035
3862 CROSBY	6107 FM 2100 RD		CROSBY	TX	77532	281-328-8071	281-328-8537
3865 LINCOLN KIDNEY CENTER	219 MILLS AVE		RUSTON	LA	71270	318-251-3730	318-251-3806
3866 MONROE KIDNEY CENTER	1501 SOUTHERN AVE		MONROE	LA	71202	318-398-4181	318-398-4184
3868 MIDWAY-SAINT PAUL	1690 UNIVERSITY AVE W	STE B100	SAINT PAUL	MN	55104	651-917-0081	651-917-0091
3869 MUSEUM DISTRICT 2	4407 YOAKUM BLVD		HOUSTON	TX	77006	713-527-8436	713-524-5486
3870 CHAMPLIN	12339 CHAMPLIN DR		CHAMPLIN	MN	55316	763-421-1032	763-421-1054
3881 ANTIOCH	311 W DEPOT ST		ANTIOCH	IL	60002	847-395-5854	847-395-6327
3884 INDIANA ACUTES	8688 BROADWAY		MERRILLVILLE	IN	46410	219-793-9326	219-793-9175
3885 REDBUD - OWNED	1126 SLIDE RD	UNIT 4A	LUBBOCK	TX	79416	806-785-6285	806-785-6294
3905 ABINGDON DIALYSIS CENTER	341 FALLS DR NW		ABINGDON	VA	24210	276-628-3380	276-676-3384
3907 ONTARIO	3401 FOX ST	STE A	PHILADELPHIA	PA	19129	215-221-3160	215-227-4296
3908 REDMOND	916 SW 17TH ST	STE 100	REDMOND	OR	97756	541-548-2778	541-548-1106
3909 MCHENRY	4312 W ELM ST		MCHENRY	IL	60050	815-363-7254	815-363-7280
3910 LAKE BLUFF	101 WAUKEGAN RD	STE 700	LAKE BLUFF	IL	60044	847-735-0870	847-735-0875
3953 DIXON CORRECTIONAL INSTITUTE	5568 HIGHWAY 68	P. O. BOX 788	JACKSON	LA	70748	225-634-6078	225-634-6081
3966 METHUEN	421 MERRIMACK ST		METHUEN	MA	1844	978-975-3117	978-975-3252
3967 MORGAN CITY	7552A HIGHWAY 182 E		MORGAN CITY	LA	70380	985-385-3338	985-385-3365
3970 WESTERVILLE	477 COOPER RD	STE 140	WESTERVILLE	OH	43081	614-895-2705	614-895-2706
3971 MISSION BEND	6886 HIGHWAY 6 S		HOUSTON	TX	77083	281-568-0440	281-568-8809
3972 OLDHAM COUNTY	2100 BUTTON LN	STE 105	LAGRANGE	KY	40031	502-225-6223	502-225-0434
3974 OKLAHOMA ACUTE SERVICES	6040 S WESTERN AVE		OKLAHOMA CITY	OK	73139	405-632-7766	405-632-7880
3975 HIBBING	750 E 34TH ST	STE 3127	HIBBING	MN	55746	218-263-7300	218-263-9236
3976 WHITE MARSH	8013 CORPORATE DR		NOTTINGHAM	MD	21236	410-931-2478	410-931-2576
3978 PIKESVILLE	115 MCHENRY AVE	STE 1D	PIKESVILLE	MD	21208	410-484-3127	410-484-3128
3979 ROSEDALE	9411 PHILADELPHIA RD		ROSEDALE	MD	21237	410-918-0991	410-918-0995
3980 WEST PLANO	4405 TRADITION TRL		PLANO	TX	75093	972-943-7656	972-943-5828
3985 SOUTH FORT WORTH ACUTE DIALYSIS SERVICES	1210 ALSTON AVE		FORT WORTH	TX	76104	817-338-1302	817-338-0331
3986 DALLAS ACUTE DIALYSIS SERVICES	9840 N CENTRAL EXPY		DALLAS	TX	75231	469-232-9937	469-232-3991
3991 PENDLETON DIALYSIS	908 S MECHANIC ST		PENDLETON	SC	29670	864-646-6607	864-646-6609
3992 CUMMING	1070 BUFORD RD		CUMMING	GA	30041	678-455-5798	678-455-6189
3993 MANASSAS	9302 W COURTHOUSE RD		MANASSAS	VA	20110	703-530-1006	703-530-1009
3998 BROOKHAVEN MS INPATIENT SERVICES	534 IRBY DR		BROOKHAVEN	MS	39601	601-833-9720	601-833-0925
4000 MEMPHIS MIDTOWN	2225 UNION AVE	STE 200	MEMPHIS	TN	38104	901-725-7586	901-725-7581
4001 WHITEHAVEN	4115 S PLAZA DR		MEMPHIS	TN	38116	901-398-6388	901-398-2557
4002 NORTH MEMPHIS	3850 AUSTIN PEAY HWY		MEMPHIS	TN	38128	901-388-1749	901-388-9132
4003 LA JOLLA	4765 CARMEL MOUNTAIN RD	STE 100	SAN DIEGO	CA	92130	858-793-0058	858-793-0455
4011 SELECT - MS INPATIENT SERVICES	1010 LAKELAND SQUARE EXT	STE C	FLOWOOD	MS	39232	601-939-4818	601-939-5283
4016 CHICAGO WESTSIDE	1340 S DAMEN AVE		CHICAGO	IL	60608	312-738-2587	312-738-2970

4018	NATCHEZ MS INPATIENT SERVICES	312 HIGHLAND BLVD		NATCHEZ	MS	39120	601-446-8060	601-445-0031
4019	HMA MS INPATIENT SERVICES	1010 LAKELAND SQUARE EXT	STE C	FLOWOOD	MS	39232	601-939-4818	601-939-5283
4021	BREVARD FL INPATIENT SERVICES	4940 STACK BLVD	STE C3	MELBOURNE	FL	32901	321-952-1181	321-952-1191
4024	ORLANDO FL INPATIENT SERVICES	419 E 1ST ST		SANFORD	FL	32771	407-688-6765	407-688-9478
4027	ST. JOSEPH NFL HOSPITAL INPATIENT SERVICES	4450 E FLETCHER AVE	STE D	TAMPA	FL	33613	813-979-9081	813-631-7917
4028	LAKE CITY FL INPATIENT SERVICES	9143 PHILIPS HWY	STE 110	JACKSONVILLE	FL	32256	904-538-0270	904-464-0109
4030	PINELLAS FL INPATIENT SERVICES	7910 US HIGHWAY 19 N		PINELLAS PARK	FL	33781	727-544-6709	727-544-6349
4031	UCH NORTH FL INPATIENT SERVICES	4450 E FLETCHER AVE	STE D	TAMPA	FL	33613	813-979-9081	813-631-7917
4032	LARGO FL INPATIENT SERVICES	7910 US HIGHWAY 19 N		PINELLAS PARK	FL	33781	727-544-6709	727-544-6349
4034	S. JACKSONVILLE FL INPATIENT SERVICES	9143 PHILIPS HWY	STE 110	JACKSONVILLE	FL	32256	904-538-0270	904-464-0109
4037	BAPTIST PANHANDLE FL INPATIENT SERVICES	2620 OLD SHELL RD		MOBILE	AL	36607	251-476-2324	251-476-2109
4038	BAY MEDICAL CENTER FL INPATIENT SERVICES	2620 OLD SHELL RD		MOBILE	AL	36607	251-476-2324	251-476-2109
4040	JACKSON MONTGOMERY AL INPATIENT SERVICES	2620 OLD SHELL RD		MOBILE	AL	36607	251-476-2324	251-476-2109
4041	PROVIDENCE MOBILE AL INPATIENT SERVICES	2620 OLD SHELL RD		MOBILE	AL	36607	251-476-2324	251-476-2109
4042	DESOTO TN INPATIENT SERVICES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4500	901-360-1069
4047	OXFORD	1620 WILLIAMSBORO ST		OXFORD	NC	27565	919-693-7507	919-693-4475
4049	MILLBROOK	3411 W MILLBROOK RD		RALEIGH	NC	27613	919-781-8974	919-781-2685
4050	APEX	1000 AMERICAN WAY		APEX	NC	27502	919-387-2898	919-387-2961
4051	LORTON	8986 LORTON STATION BLVD		LORTON	VA	22079	571-642-0679	571-642-2681
4054	SUNNYSIDE DIALYSIS CENTER	8340 COFFEE ST		HOUSTON	TX	77033	713-731-7027	713-731-4323
4057	MOCKINGBIRD PD	8700 N STEMMONS FWY		DALLAS	TX	75247	214-905-8075	214-905-8608
4060	RINCON	604 TOWNE PARK DR W		RINCON	GA	31326	912-826-2822	912-826-2855
4061	STAPLETON / PARK HILL	7606 E 36TH AVE		DENVER	CO	80238	303-322-1513	303-322-0517
4063	BRUCETON MILLS	856 CASTEEL RD		BRUCETON MILLS	WV	26525	304-379-2770	304-379-2775
4064	SOUTH DEKALB/ROCKDALE	6085 HILLANDALE DR		LITHONIA	GA	30058	770-981-8077	770-981-8078
4065	DECATUR	2721 IRVIN WAY		DECATUR	GA	30030	404-298-5450	404-298-5451
4066	SANDY SPRINGS	7840 ROSWELL RD	BLDG. 200, SUITE 210	ATLANTA	GA	30350	770-604-3330	770-604-3377
4070	SPOTSYLVANIA	10718 BALLANTRAYE DR	STE 406	FREDERICKSBURG	VA	22407	540-834-2320	540-834-2321
4071	FMC - CLARKSBURG	16 STERLING DR		BRIDGEPORT	WV	26330	304-622-3872	304-622-4802
4072	FMC - WESTON	378 MARKET PLACE MALL		WESTON	WV	26452	304-269-5147	304-269-6049
4076	CORDAGE	10 CORDAGE PARK CIR		PLYMOUTH	MA	2360	508-732-9272	508-732-9217
4077	AKRON WEST	3558 RIDGEWOOD RD		FAIRLAWN	OH	44333	330-668-6200	330-665-1486
4078	BELMONT	5010 MEDICAL CARE CT		BELMONT	NC	28012	704-827-2931	704-827-2662
4079	SHELBY TOWNSHIP	56065 VAN DYKE AVE		SHELBY TOWNSHIP	MI	48316	586-677-2008	586-677-2073
4080	MCKC	2254 HOLCOMBE BLVD		HOUSTON	TX	77030	713-797-9909	713-797-9377
4084	MIDDLETOWN	104 SLEEPY HOLLOW DR	STE 100	MIDDLETOWN	DE	19709	302-449-1601	302-449-3346
4086	NORTH CENTRAL ACUTES - KINDRED	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
4087	SIOUXLAND ACUTES	801 5TH ST		SIOUX CITY	IA	51101	712-279-2049	712-279-2395
4089	DULUTH ACUTES	502 E 2ND ST		DULUTH	MN	55805	218-786-1570	218-786-5216
4090	KANSAS CITY ACUTES	6400 PROSPECT AVE	STE 100	KANSAS CITY	MO	64132	816-444-6443	816-361-5335
4091	CARBONDALE ACUTES	405 W JACKSON ST		CARBONDALE	IL	62901	618-549-0721	618-457-9323
4092	FORT WAYNE ACUTES	7950 W JEFFERSON BLVD	4TH FLOOR DIALYSIS	FORT WAYNE	IN	46804	260-435-7331	260-435-7601
4094	HARTFORD	3580 MAIN ST		HARTFORD	CT	6120	860-560-4054	860-560-4059
4095	NAPERVILLE NORTH	516 W 5TH AVE		NAPERVILLE	IL	60563	630-753-9295	630-753-9321
4144	O'FALLON	4663 HIGHWAY K		O FALLON	MO	63368	636-300-4036	636-300-4065
4145	KENNER	2717 DECATUR ST		KENNER	LA	70062	504-469-1075	504-469-2873
4147	CHEYENNE	1739 MEADOWLAND DRIVE		CHEYENNE	WY	82009	307-632-6457	307-635-1390
4148	SOUTH BOSSIER	3087 STAFFORD AVE		BOSSIER CITY	LA	71112	318-741-5167	318-741-5157
4149	YORK	1440 E ALEXANDER LOVE HWY		YORK	SC	29745	803-684-7350	803-684-6782
4150	MARLBOROUGH	360 CEDAR HILL ST		MARLBOROUGH	MA	1752	508-460-9250	508-460-9251
4152	MURRYSVILLE	20 WESCO DR		EXPORT	PA	15632	724-325-5445	724-325-5664

4154	HILLSBORO	1507 HILLVIEW DR		HILLSBORO	TX	76645	254-582-5577	254-582-5442
4155	TARRANT COUNTY	5000 CAMPUS DR		FORT WORTH	TX	76119	817-413-0330	817-413-0334
4161	CHICAGO MIDWAY ACUTES	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
4162	EAST STATE STREET OH	2005 E STATE ST	STE 102	ATHENS	OH	45701	740-592-6300	740-592-6322
4164	JAX BEACH	1711 5TH ST S		JACKSONVILLE	FL	32250	904-247-9974	904-247-2881
4167	PIERREMONT	2240 E BERT KOUNS INDUSTRIAL LOOP		SHREVEPORT	LA	71105	318-524-9906	318-524-9907
4168	BULLOCH COUNTY	1355 BRAMPTON AVE		STATESBORO	GA	30458	912-871-2968	912-681-4495
4170	TOOMBS COUNTY	105 MELVIN PAGE DR		VIDALIA	GA	30474	912-537-0367	912-537-7509
4171	NORTH FORT WORTH	2530 JACKSBORO HWY		FORT WORTH	TX	76114	817-378-0043	817-378-0654
4172	EAST LAFAYETTE	1340 SURREY ST	STE 101	LAFAYETTE	LA	70501	337-264-1265	337-234-9370
4173	BAKERSFIELD	8625 LIBERTY PARK DR		BAKERSFIELD	CA	93311	661-664-0158	661-664-7168
4176	MARTIN TN INPATIENT SERVICES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4500	901-366-1069
4179	PLEASANT RUN	900 N POLK ST		DESOTO	TX	75115	972-228-8780	972-228-8781
4180	LEBANON	56 ETNA RD		LEBANON	NH	3766	603-448-5550	603-448-5551
4181	LANCASTER	173 MIDDLE ST		LANCASTER	NH	3584	603-788-5222	603-788-5227
4182	CARLSBAD	902 W PIERCE ST		CARLSBAD	NM	88220	575-234-1327	575-234-1628
4183	NORTHWEST ALABAMA KIDNEY CENTER	638 TAHOE RD		WINFIELD	AL	35594	205-487-2800	205-487-2851
4184	RIVER CITY	2443 BROOKSTONE CENTRE PKWY	STE B	COLUMBUS	GA	31904	706-327-6350	706-327-6496
4185	LA PORTE	1307 W FAIRMONT PKWY		LA PORTE	TX	77571	281-842-8440	281-842-8450
4186	FORT WORTH PARKWAY	6551 HARRIS PKWY		FORT WORTH	TX	76132	817-292-5512	817-292-2597
4189	HORIZON DIALYSIS	12245 ROJAS DR		EL PASO	TX	79936	915-872-0270	915-872-0715
4190	DEL RIO	2201 N BEDELL AVE	STE D	DEL RIO	TX	78840	830-775-7840	830-775-7291
4191	RIPLEY	1000 NEW STONE RIDGE RD		RIPLEY	WV	25271	304-373-0420	304-373-0421
4192	NORTH GARLAND	530 CLARA BARTON BLVD		GARLAND	TX	75042	214-703-0564	214-703-3781
4194	MISSION VIEJO	23681 VIA LINDA	STE E	MISSION VIEJO	CA	92691	949-587-0163	949-587-0775
4199	FMC NORTH CENTRAL OKLAHOMA CITY	200 NE 50TH ST		OKLAHOMA CITY	OK	73105	405-557-0025	405-557-1468
4218	INGLEWOOD	336 E HILLCREST BLVD		INGLEWOOD	CA	90301	310-673-3656	310-673-3665
4224	GRAYSON	286 STATE HIGHWAY 1947		GRAYSON	KY	41143	606-474-0475	606-474-0426
4231	LAWRENCE COUNTY	3253 SHAWNEE DR S		BEDFORD	IN	47421	812-275-1084	812-275-1932
4232	FMC OF MEADOW DIALYSIS	12931 OAK HILL AVE		HAGERSTOWN	MD	21742	301-797-2311	301-739-2770
4233	ROBINWOOD DIALYSIS	11110 MEDICAL CAMPUS RD	STE 149	HAGERSTOWN	MD	21742	240-313-9620	240-313-9630
4234	WAYNESBORO	27 VISTA DR		WAYNESBORO	PA	17268	717-765-8880	717-765-8884
4235	TERRE HAUTE NORTH	351 MAIDEN LN		TERRE HAUTE	IN	47804	812-238-1400	812-235-0831
4236	WABASH VALLEY HOME	4001 WABASH AVE		TERRE HAUTE	IN	47803	812-234-1242	812-234-2497
4237	OTTUMWA	1110 N QUINCY AVE		OTTUMWA	IA	52501	641-682-7137	641-682-7138
4238	MANY	100 DEVERA DR		MANY	LA	71449	318-256-3122	318-256-1231
4245	PINE BLUFF AR INPATIENT SERVICES	1515 W 42ND AVE		PINE BLUFF	AR	71603	870-540-8719	870-541-8720
4247	RUSTON	760 S FARMERVILLE ST		RUSTON	LA	71270	318-255-8666	318-255-8604
4257	ASHLAND OH	1100 REDWOOD DR		ASHLAND	OH	44805	419-281-7800	419-281-4724
4264	MIDWEST ACUTES	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
4265	NORTH CENTRAL ACUTES	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
4269	LAMPASAS	1202 CENTRAL TEXAS EXPY		LAMPASAS	TX	76550	512-556-4101	512-556-4964
4274	EAST ARKANSAS INPATIENT SERVICES	200 W TYLER AVE		WEST MEMPHIS	AR	72301	870-735-1500	870-732-7703
4281	NORTHSHORE ACUTES	877 BROWNSWITCH RD		SLIDELL	LA	70458	985-893-9557	985-867-5389
4282	JACKSON ACUTES	1010 LAKELAND SQUARE EXT		FLOWOOD	MS	39232	601-939-4818	601-939-5283
4283	JACKSONVILLE ACUTES	9143 PHILIPS HWY	STE 110	JACKSONVILLE	FL	32256	904-538-0270	904-464-0109
4290	SOUTH RAINBOW	7040 W SUNSET RD		LAS VEGAS	NV	89113	702-248-1807	702-362-5699
4291	ST. JOHNSBURY	1080 HOSPITAL DR		ST JOHNSBURY	VT	5819	802-751-8735	802-748-8714
4294	EVANS GA	3000 MCCRARY CT		EVANS	GA	30809	706-868-0011	706-868-0013
4297	STURGIS	1276 KITSON ST		STURGIS	MI	49091	269-651-3025	269-651-2078
4302	SOUTH SUBURBAN	2609 LINCOLN HWY		OLYMPIA FIELDS	IL	60461	708-747-0050	708-747-0051

4304	ROGERS PARK	2277 W HOWARD ST		CHICAGO	IL	60645	773-262-7147	773-262-5124
4305	BERWYN	2601 HARLEM AVE		BERWYN	IL	60402	708-484-7300	708-484-6185
4306	CRESTWOOD	4861 CAL SAG RD		CRESTWOOD	IL	60445	708-385-1400	708-385-1401
4308	ORLAND PARK	9160 W 159TH ST		ORLAND PARK	IL	60462	708-403-2790	708-349-1407
4309	GARFIELD	5401 S WENTWORTH AVE		CHICAGO	IL	60609	773-548-5714	773-548-5752
4310	EAST PEORIA	3300 N MAIN ST		EAST PEORIA	IL	61611	309-698-8300	309-698-8491
4311	MC LEAN COUNTY	1505 EASTLAND DR MEDICAL PLAZA	LOWER LEVEL	BLOOMINGTON	IL	61701	309-663-7165	309-663-1031
4312	SPRING VALLEY	12 WOLFER INDUSTRIAL PARK		SPRING VALLEY	IL	61362	815-664-4585	815-663-1430
4313	SPOON RIVER	340 S AVENUE B		CANTON	IL	61520	309-647-2636	309-647-2870
4315	PRAIRIE	1717 S WABASH AVE		CHICAGO	IL	60616	312-913-0000	312-913-0077
4316	PEKIN	3521 VETERANS DRIVE		PEKIN	IL	61554	309-347-0052	309-347-0301
4317	PEORIA DOWNTOWN	410 W ROMEO B GARRETT AVE		PEORIA	IL	61605	309-637-4100	309-637-3455
4319	OTTAWA	1601 MERCURY CT	STE 3	OTTAWA	IL	61350	815-434-2125	815-434-2527
4321	KEWANEE	230 W SOUTH ST		KEWANEE	IL	61443	309-854-0917	309-854-9062
4323	GRANT	1401 LAKEWOOD DR		MORRIS	IL	60450	815-942-6094	815-942-6096
4324	NORTHWESTERN UNIVERSITY	710 N FAIRBANKS CT	OLSON PAVILION, 4-200	CHICAGO	IL	60611	312-274-0202	312-337-9922
4325	DECATUR	1830 S 44TH ST		DECATUR	IL	62521	217-423-6760	217-423-6765
4326	DECATUR EAST HOME	302 W HAY ST	STE LL102	DECATUR	IL	62526	217-876-8663	217-876-8394
4327	PONTIAC	804 W MADISON ST		PONTIAC	IL	61764	815-844-4340	815-844-2870
4328	ELMHURST	133 E BRUSH HILL RD	STE 410	ELMHURST	IL	60126	630-833-1446	630-833-2515
4329	PEORIA NORTH	10405 N JULIET CT		PEORIA	IL	61615	309-243-2200	309-243-2240
4331	SKOKIE	9801 WOODS DR		SKOKIE	IL	60077	847-581-1620	847-581-1659
4332	EVANSTON	2953 CENTRAL ST		EVANSTON	IL	60201	847-869-9436	847-869-9491
4336	MC LEAN COUNTY HOME	1404 EASTLAND DR		BLOOMINGTON	IL	61701	309-664-2284	309-661-0797
4338	FMS OTTAWA HOME	1601 MERCURY CT		OTTAWA	IL	61350	815-434-0714	815-434-2527
4339	INDIANAPOLIS EAST	6635 E 21ST ST		INDIANAPOLIS	IN	46219	317-353-8900	317-351-2410
4340	RICHMOND	940 CHESTER BLVD		RICHMOND	IN	47374	765-962-5611	765-962-9636
4341	FORT WAYNE JEFFERSON	7836 W JEFFERSON BLVD	STE LL10	FORT WAYNE	IN	46804	260-432-4225	260-432-6247
4342	GRANT COUNTY	1797 W KEM RD		MARION	IN	46952	765-662-9792	765-662-9839
4343	CANAL DIALYSIS	1308 MINNICH RD		NEW HAVEN	IN	46774	260-749-1004	260-749-1163
4346	INDIANAPOLIS NORTH	1225 W 86TH ST		INDIANAPOLIS	IN	46260	317-228-0169	317-228-0755
4347	KOKOMO	2350 S DIXON RD		KOKOMO	IN	46902	765-453-0052	765-453-0366
4348	INDIANAPOLIS WEST	805 BEACHWAY DR		INDIANAPOLIS	IN	46224	317-484-3550	317-484-3560
4349	INDIANAPOLIS SOUTH	1350 E COUNTY LINE RD		INDIANAPOLIS	IN	46227	317-865-8520	317-865-8539
4351	OHIO ACUTE	2500 METROHEALTH DR	METROHEALTH MEDICA	CLEVELAND	OH	44109	317-398-0486	-778-1930;317-398-(
4352	SHELBY COUNTY	2500 PARKWAY DR		SHELBYVILLE	IN	46176	317-398-6695	317-398-6780
4353	NOBLESVILLE	165 SHERIDAN RD		NOBLESVILLE	IN	46060	317-770-8900	317-770-8910
4354	COLUMBUS BARTHOLOMEW	2325 18TH ST		COLUMBUS	IN	47201	812-375-0254	812-375-0987
4355	INDIANAPOLIS MIDTOWN	3007 DR ANDREW J BROWN AVE		INDIANAPOLIS	IN	46205	317-924-8104	317-924-8166
4356	GREENFIELD	1051 N STATE ST		GREENFIELD	IN	46140	317-462-4743	317-462-4752
4357	SEYMOUR	200 E 3RD ST		SEYMOUR	IN	47274	812-524-9885	812-524-1536
4358	FORT WAYNE DUPONT	10204 DUPONT CIRCLE DR E		FORT WAYNE	IN	46825	260-489-9255	260-489-9377
4359	LINTON	1204 N 1000 W		LINTON	IN	47441	812-847-3811	812-847-3810
4360	BLOOMINGTON MONROE	575 S PATTERSON DR		BLOOMINGTON	IN	47403	812-333-5600	812-333-0500
4361	SPENCER	11 N CRANE AVE		SPENCER	IN	47460	812-829-3385	812-829-3386
4362	HUNTINGTON	2859 NORTHPARK AVE	STE 112	HUNTINGTON	IN	46750	260-355-0510	260-355-0520
4363	LOGANSPORT	1333 SMITH ST		LOGANSPORT	IN	46947	574-739-0326	574-739-0366
4364	INDIANAPOLIS SHADELAND STATION	7155 SHADELAND STA		INDIANAPOLIS	IN	46256	317-578-8401	317-578-8466
4365	CONNERSVILLE	6049 INDUSTRIAL AVE N		CONNERSVILLE	IN	47331	765-827-1225	765-827-1251
4366	IRVINGTON HOME	1315 N ARLINGTON AVE		INDIANAPOLIS	IN	46219	317-357-8090	317-357-8081
4367	DES MOINES	95 UNIVERSITY AVE	STE 11	DES MOINES	IA	50314	515-244-0379	515-244-0715

4369	COLDWATER	360 E CHICAGO ST	STE 112	COLDWATER	MI	49036	517-278-2970	517-278-4122
4370	BATTLE CREEK	2845 CAPITAL AVE SW	STE 104	BATTLE CREEK	MI	49015	269-979-8865	269-979-1884
4371	EAST LANSING	2601 COOLIDGE RD		EAST LANSING	MI	48823	517-333-9400	517-333-0692
4372	ALLEGAN	730 AIRWAY DR		ALLEGAN	MI	49010	269-673-1700	269-673-3130
4373	OSHTEMO	6739 SEECO DR		KALAMAZOO	MI	49009	269-375-5815	269-375-5839
4374	KALAMAZOO	521 E MICHIGAN AVE		KALAMAZOO	MI	49007	269-384-6180	269-384-6188
4375	ESCANABA	3501 LUDINGTON ST		ESCANABA	MI	49829	906-789-8009	906-789-8011
4376	THREE RIVERS	601 S HEALTH PKWY		THREE RIVERS	MI	49093	269-273-4991	269-273-4972
4377	LANSING	3960 PATIENT CARE WAY		LANSING	MI	48911	517-393-0352	517-393-0359
4378	SOUTH HAVEN	199 VETERANS BLVD		SOUTH HAVEN	MI	49090	269-639-1800	269-639-1188
4379	AUSTINTOWN	139 JAVIT CT		AUSTINTOWN	OH	44515	330-799-1150	330-799-9145
4380	LORAIN COUNTY ELYRIA HOME	1050 ABBE RD N		ELYRIA	OH	44035	440-366-1975	440-365-7033
4381	BRYAN	537 W HIGH ST		BRYAN	OH	43506	419-636-0584	419-636-0479
4382	CORTLAND	2100 MILLENNIUM BLVD		CORTLAND	OH	44410	330-372-4030	330-372-2565
4383	YOUNGSTOWN	1340 BELMONT AVE		YOUNGSTOWN	OH	44504	330-746-2860	330-746-3262
4385	CLEVELAND CLINIC WESTSIDE	14670 SNOW RD		BROOK PARK	OH	44142	216-267-1451	216-267-2241
4386	CLEVELAND CLINIC EASTSIDE	11203 STOKES BLVD		CLEVELAND	OH	44104	216-368-0004	216-368-9928
4387	OHIO HOME	11203 STOKES BLVD		CLEVELAND	OH	44104	216-421-1013	216-795-2087
4388	LORAIN COUNTY ELYRIA	1070 ABBE RD N		ELYRIA	OH	44035	440-365-8165	440-365-6550
4389	ELYRIA	5316 HOAG DR		SHEFFIELD VILLAGE	OH	44035	440-934-5700	440-934-0209
4390	NORTH RANDALL	4750 NORTHFIELD RD		NORTH RANDALL	OH	44128	216-581-3948	216-581-3907
4391	FARNSWORTH	3764 PEARL RD		CLEVELAND	OH	44109	216-739-0500	216-739-0973
4392	ARROWHEAD MAUMEE	322 W DUSSEL DR		MAUMEE	OH	43537	419-891-2200	419-891-2209
4393	TOLEDO	3100 W CENTRAL AVE		TOLEDO	OH	43606	419-539-4000	419-534-2901
4394	WESTLAKE	26024 DETROIT RD		WESTLAKE	OH	44145	440-835-1139	440-835-1467
4396	BOARDMAN	257 BOARDMAN CANFIELD RD		BOARDMAN	OH	44512	330-629-8856	330-965-9178
4398	NORTH LIMA	9174 MARKET ST		NORTH LIMA	OH	44452	330-729-9061	330-729-9063
4399	AMHERST	1168 CLEVELAND AVE	1ST FLOOR, SUITE 3	AMHERST	OH	44001	440-985-2280	440-985-2285
4403	EUCLID	26450 EUCLID AVE		EUCLID	OH	44132	216-731-0513	216-731-1043
4404	VAN WERT	140 FOX RD	STE 405	VAN WERT	OH	45891	419-238-9333	419-238-9442
4405	MT. CARMEL WEST	745 W STATE ST	STE 660	COLUMBUS	OH	43222	614-224-2344	614-224-1891
4407	MT. CARMEL EAST	85 MCNAUGHTEN RD	STE 140	COLUMBUS	OH	43213	614-322-0433	614-322-0434
4408	DEFIANCE	1850 E 2ND ST		DEFIANCE	OH	43512	419-782-9090	419-782-3520
4409	SOLON	6020 ENTERPRISE PKWY		SOLON	OH	44139	440-248-7061	440-248-7541
4410	CENTRE POINT	11340 W THEODORE TRECKER WAY		WEST ALLIS	WI	53214	414-774-1244	414-774-8130
4411	SHOREWOOD	1409 E CAPITOL DR		SHOREWOOD	WI	53211	414-962-1625	414-962-1864
4412	HELENA	108 D ANNA PL		HELENA	AR	72342	870-338-7800	870-338-7715
4413	FAULKNER	201 SKYLINE DR		CONWAY	AR	72032	501-329-7715	501-329-8808
4415	LITTLE ROCK	10310 W MARKHAM ST		LITTLE ROCK	AR	72205	501-225-3890	501-228-7433
4418	PINE BLUFF	2910 MARKET ST		PINE BLUFF	AR	71601	870-536-8050	870-536-8052
4419	STUTTGART	2202 S MAIN ST		STUTTGART	AR	72160	870-673-8823	870-673-8820
4421	MONTICELLO	774 JORDAN DR		MONTICELLO	AR	71655	870-367-3100	870-367-2470
4422	BENTON	2101 CONGO RD		BENTON	AR	72015	501-776-1418	501-776-1466
4426	UNIVERSITY CITY	6850 OLIVE BLVD		UNIVERSITY CITY	MO	63130	314-726-0378	314-862-2956
4427	CREVE COEUR	555 N NEW BALLAS RD	STE 170	CREVE COEUR	MO	63141	314-872-9272	314-872-7899
4428	BRIDGETON	12380 NATURAL BRIDGE RD		BRIDGETON	MO	63044	314-344-3020	314-344-3024
4429	CAPE GIRARDEAU	3250 GORDONVILLE RD		CAPE GIRARDEAU	MO	63703	573-334-4853	573-334-4136
4430	SPRINGFIELD MIDWEST	1675 E SEMINOLE ST	STE A	SPRINGFIELD	MO	65804	417-890-0140	417-890-0148
4431	JOPLIN EAST	522 W 32ND ST		JOPLIN	MO	64804	417-782-4055	314-782-6967
4432	SAINT LOUIS GRAND	3691 RUTGER ST	DRUMMOND HALL	SAINT LOUIS	MO	63110	314-762-0089	314-762-0098
4433	KENNETT	715 TEACO RD		KENNETT	MO	63857	573-888-1036	573-888-2487

4435 BOLIVAR	1145 N BUTTERFIELD RD		BOLIVAR	MO	65613	417-777-8115	417-777-8559
4436 MAPLEWOOD CENTRAL	6512 MANCHESTER AVE		SAINT LOUIS	MO	63139	314-646-7092	314-646-7049
4437 POPLAR BLUFF	2311 EUGENE BLVD		POPLAR BLUFF	MO	63901	573-785-5000	573-785-5005
4440 ST. LOUIS CHOUTEAU	4030 CHOUTEAU AVE		SAINT LOUIS	MO	63110	314-535-2915	314-535-1852
4442 MOUNTAIN GROVE	1200 N MAIN ST		MOUNTAIN GROVE	MO	65711	417-926-0077	417-926-0626
4443 LEBANON MIDWEST	331 HOSPITAL DR	BEECH MEDICAL PARK	LEBANON	MO	65536	417-532-0335	417-532-0338
4445 BRENTWOOD ST. LOUIS	1400 STRASSNER DR		BRENTWOOD	MO	63144	314-785-1099	314-785-1098
4446 DES PERES	2325 DOUGHERTY FERRY RD	MEDICAL ARTS PAVILLO	SAINT LOUIS	MO	63122	314-822-8963	314-822-8973
4447 LAWTON	5110 W GORE BLVD	SUITE 12	LAWTON	OK	73505	580-248-3733	580-248-3993
4448 MIAMI MIDWEST	2111 DENVER HARNER DR		MIAMI	OK	74354	918-540-2700	918-540-2931
4451 LAWTON EAST	4516 SE LEE BLVD		LAWTON	OK	73501	580-351-1430	580-351-9980
4453 ARDMORE	1402 BROOKVIEW DR		ARDMORE	OK	73401	580-226-9390	580-226-4555
4455 SAN MARCOS	1340 WONDER WORLD DR	STE 4100	SAN MARCOS	TX	78666	512-878-2420	512-878-2440
4457 WATSON WISE	815 E 1ST ST		TYLER	TX	75701	903-595-2495	903-535-9730
4459 DOWNTOWN HOUSTON	1914 CAROLINE ST		HOUSTON	TX	77002	713-951-9328	713-659-4828
4460 CARTHAGE	1274 S MARKET ST		CARTHAGE	TX	75633	903-693-4511	903-693-4643
4461 FONDREN	7435 SOUTHWEST FWY		HOUSTON	TX	77074	713-774-1508	713-774-3804
4462 IRVING DALLAS DIALYSIS	1625 N STORY RD		IRVING	TX	75061	972-871-8282	972-871-0305
4465 TITUS COUNTY	628 S JEFFERSON AVE		MT PLEASANT	TX	75455	903-572-1757	903-572-8248
4466 AUSTIN SOUTH	621 RADAM LN		AUSTIN	TX	78745	512-707-7601	512-707-7489
4467 PALESTINE	2260 S SYCAMORE ST		PALESTINE	TX	75801	903-723-7202	903-723-3698
4468 CORPUS CHRISTI	1125 3RD ST	P.O. BOX 331567	CORPUS CHRISTI	TX	78404	361-888-7547	361-888-7599
4469 KINGSVILLE	1601 S US HIGHWAY 77 BYP	SUITE 3	KINGSVILLE	TX	78363	361-595-4178	361-595-7969
4470 CALALLEN	4147 FIVE POINTS RD	STE G	CORPUS CHRISTI	TX	78410	361-242-3300	361-242-3305
4471 SINTON	222 E SINTON ST		SINTON	TX	78387	361-364-1968	361-364-1975
4472 ARANSAS PASS	709 S COMMERCIAL ST	C 1	ARANSAS PASS	TX	78336	361-758-0029	361-758-3386
4477 ALICE	901 MEDICAL CENTER BLVD		ALICE	TX	78332	361-668-8055	361-668-9473
4478 AUSTIN NORTH	12221 RENFERT WAY	STE 100	AUSTIN	TX	78758	512-873-0346	512-719-4884
4480 PLAZA DRIVE	901 PLAZA DR		MISSION	TX	78572	956-519-2999	956-519-2990
4482 STAPLES	4112 S STAPLES ST	SUITE A, B	CORPUS CHRISTI	TX	78411	361-814-0168	361-814-0570
4484 PARIS	633 STONE AVE		PARIS	TX	75460	903-739-2376	903-739-2558
4488 EDINBURGH	5406 S JACKSON RD		EDINBURG	TX	78539	956-668-1208	956-668-1130
4489 CROCKETT	951 E LOOP 304	STE 100	CROCKETT	TX	75835	936-546-2288	936-546-0043
4490 FORT BEND	3819 CARTWRIGHT RD		MISSOURI CITY	TX	77459	281-403-0749	281-403-0748
4491 ROUND ROCK	1499 E OLD SETTLERS BLVD		ROUND ROCK	TX	78664	512-671-8012	512-671-9015
4492 WEST TYLER	3600 W ERWIN ST		TYLER	TX	75702	903-526-4286	903-526-4289
4495 HENDERSON COUNTY	425 S CARROLL ST	SUITE 3	ATHENS	TX	75751	903-677-8471	903-675-3677
4496 NORTH BASTROP	423 OLD AUSTIN HWY		BASTROP	TX	78602	512-581-9993	512-581-9959
4497 MARBLE FALLS	802 STEVE HAWKINS PKWY		MARBLE FALLS	TX	78654	830-798-9575	830-798-2545
4498 HARLINGEN	1653 TREASURE HILLS BLVD		HARLINGEN	TX	78550	956-412-1097	956-412-1614
4499 WOODLANDS	457 STATE HIGHWAY 7 E		CENTER	TX	75935	936-598-7351	936-598-8168
4505 MINEOLA	102 MAXINE ST		MINEOLA	TX	75773	903-569-9252	903-569-9537
4507 ROBSTOWN	902 LINCOLN AVE		ROBSTOWN	TX	78380	361-767-0408	361-767-0410
4509 JACKSONVILLE	908 E LOOP 456	STE 100	JACKSONVILLE	TX	75766	903-589-3828	903-589-0969
4510 TYLER HOME	3826 TROUP HWY	STE K	TYLER	TX	75703	903-581-8707	903-581-8708
4511 SOUTH EAST TYLER	3826 TROUP HWY	STE L	TYLER	TX	75703	903-581-5252	903-581-5222
4512 GILMER	1203 FM 49 (LATCH ROAD)	GILMER PLAZA	GILMER	TX	75644	903-680-2300	903-680-2304
4513 BIRMINGHAM CENTRAL	708 COTTON AVE SW		BIRMINGHAM	AL	35211	205-785-3500	205-781-4302
4514 CAHABA VALLEY	120 CAHABA VALLEY PKWY	STE 150	PELHAM	AL	35124	205-988-0469	205-988-0519
4516 BESSEMER	975 9TH AVE SW	STE 500	BESSEMER	AL	35022	205-424-3757	205-424-7621
4517 MONTCLAIR	3918 MONTCLAIR RD	STE 110	MOUNTAIN BRK	AL	35213	205-871-0999	205-879-8839

4518	ANDALUSIA	1208 W BYPASS		ANDALUSIA	AL	36420	334-427-0147	334-427-0146
4520	FMC PELL CITY	7067 VETERANS PKWY	STE 120	PELL CITY	AL	35125	205-338-4515	205-338-6229
4521	HAMILTON	1256 MILITARY ST S		HAMILTON	AL	35570	205-921-6231	205-921-5281
4522	SYLACAUGA	314 W SPRING ST		SYLACAUGA	AL	35150	256-249-9660	256-249-9286
4524	WALKER	3510 3RD ST NE		JASPER	AL	35504	205-221-8775	205-221-5799
4526	BIRMINGHAM SOUTH	2131 MAGNOLIA AVE S	STE 100	BIRMINGHAM	AL	35205	205-322-4382	205-322-5175
4527	SHELBY	1022 1ST ST N	STE 101	ALABASTER	AL	35007	205-620-6867	205-620-9391
4528	FORT PAYNE	2202 JORDAN RD SW	STE 100	FORT PAYNE	AL	35968	256-845-9979	256-845-8180
4529	BIRMINGHAM WEST	633 LOMB AVE SW		BIRMINGHAM	AL	35211	205-781-2366	205-781-2365
4530	STEEL CITY	6508 EJ OLIVER BLVD		FAIRFIELD	AL	35064	205-780-5122	205-785-9790
4531	CLANTON	275 HEALTH CENTER DR		CLANTON	AL	35045	205-280-4331	205-280-4642
4532	ONEONTA	150 GILBREATH DR		ONEONTA	AL	35121	205-625-6903	205-625-6906
4533	TOCCOA	929 FALLS RD		TOCCOA	GA	30577	706-886-7478	706-886-4591
4534	THOMASVILLE GEORGIA	300 W JACKSON ST		THOMASVILLE	GA	31792	229-228-1252	229-228-7279
4535	LAWRENCEVILLE	350 PHILIP BLVD		LAWRENCEVILLE	GA	30046	770-237-0013	770-237-0015
4537	BAINBRIDGE	703 E SHOTWELL ST		BAINBRIDGE	GA	39819	229-243-0046	229-243-1488
4539	GAINESVILLE	1856 THOMPSON BRIDGE RD		GAINESVILLE	GA	30501	770-534-6999	770-534-0118
4540	CLARKE COUNTY	5105 JEFFERSON RD		ATHENS	GA	30607	706-549-6885	706-549-6840
4541	CLAYTON COUNTY	335 UPPER RIVERDALE RD		JONESBORO	GA	30236	770-907-9001	770-907-0234
4543	HENRY COUNTY	1365 ROCK QUARRY RD		STOCKBRIDGE	GA	30281	770-474-5234	770-474-5292
4544	ATLANTA DOWNTOWN	231 14TH ST NW		ATLANTA	GA	30318	404-892-8554	404-892-8595
4547	DOUGLAS COUNTY	4645 TIMBER RIDGE DR	BLDG 200 / SUITE 140	DOUGLASVILLE	GA	30135	678-838-3233	678-838-3236
4548	STONE MOUNTAIN	5723 MEMORIAL DR		STONE MOUNTAIN	GA	30083	678-836-0251	678-836-0260
4550	HIGHLANDS	2700 HIGHLANDS PKWY SE		SMYRNA	GA	30082	678-303-5064	678-303-5120
4551	LAKE LANIER	2565 THOMPSON BRIDGE RD		GAINESVILLE	GA	30501	678-450-0364	678-450-9859
4555	VANDERBILT DIALYSIS CLINIC MGD	1500 21ST AVE S		NASHVILLE	TN	37212	615-343-3691	615-322-1110
4556	PULASKI	110 IVY LN		PULASKI	TN	38478	931-424-6666	931-424-6611
4557	NASHVILLE HOME	28 WHITE BRIDGE RD		NASHVILLE	TN	37205	615-354-2442	615-356-5767
4558	COLUMBIA	861 W JAMES CAMPBELL BLVD		COLUMBIA	TN	38401	931-380-9099	931-380-6968
4559	SPRINGFIELD	106 MOORELAND DR		SPRINGFIELD	TN	37172	615-384-8939	615-384-1949
4560	WEST NASHVILLE	344 WHITE BRIDGE PIKE		NASHVILLE	TN	37209	615-353-2113	615-353-5956
4561	GALLATIN	561 S WATER AVE		GALLATIN	TN	37066	615-451-0093	615-451-5127
4562	TULLAHOMA	1406 N JACKSON ST	STE 600	TULLAHOMA	TN	37388	931-461-9010	931-461-9009
4563	MADISON	1221 BRIARVILLE RD		MADISON	TN	37115	615-870-1508	615-870-0715
4564	FRANKLIN	1120 LAKEVIEW DR		FRANKLIN	TN	37067	615-599-9810	615-791-4348
4565	EAST NASHVILLE	604 GALLATIN AVE		NASHVILLE	TN	37206	615-258-3288	615-258-2508
4566	PORTLAND	923 S BROADWAY ST		PORTLAND	TN	37148	615-323-7065	615-325-1915
4567	MURFREESBORO HOME	1617 WILLIAMS DR		MURFREESBORO	TN	37129	615-907-1476	615-907-1481
4568	SMYRNA, TN	1100 ROCK SPRINGS RD		SMYRNA	TN	37167	615-625-0000	615-625-0003
4569	VANDERBILT EAST MGD	20 RACHEL DR		NASHVILLE	TN	37214	615-467-4070	615-467-4079
4570	COLLEGE PARK	2545 SULLIVAN RD		COLLEGE PARK	GA	30337	404-591-2022	404-591-2025
4571	LITHONIA	2701 EVANS MILL RD		LITHONIA	GA	30058	770-482-5991	770-482-7457
4572	SHELTON	1872 N 13TH LOOP RD		SHELTON	WA	98584	360-432-2601	360-432-2608
4573	CASWELL	1702 NC HIGHWAY 86 N		YANCEYVILLE	NC	27379	336-694-1084	336-694-1083
4597	TESSON FERRY	13134 TESSON FERRY RD		SAINT LOUIS	MO	63128	314-843-7390	314-843-7739
4598	MAPLEWOOD	2130 MILLBURN AVE		MAPLEWOOD	NJ	7040	973-275-5499	973-275-5103
4608	ANCHORAGE	3950 LAUREL ST		ANCHORAGE	AK	99508	907-563-3149	907-561-4223
4610	WASILLA MAT-SU	3787 E MERIDIAN LOOP		WASILLA	AK	99654	907-357-5600	907-357-5661
4646	ROCKY MOUNTAIN	4600 HALE PKWY		DENVER	CO	80220	303-320-6894	303-322-6465
4647	DENVER CENTRAL	765 S BROADWAY		DENVER	CO	80209	303-765-1699	303-765-1693
4648	NORTH IDAHO	2100 IRONWOOD CT		COEUR D ALENE	ID	83814	208-664-3064	208-664-1353

4649	POST FALLS	1300 E MULLAN AVE	STE. 1200	POST FALLS	ID	83854	208-777-6054	208-777-6894
4654	PITTSBURG MIDWEST	2824 N BROADWAY ST		PITTSBURG	KS	66762	620-231-0045	620-231-0907
4664	OVERLAND TRAILS	5210 PARKLANE DR		KEARNEY	NE	68847	308-233-5011	308-233-5017
4665	NORTH PLATTE	785 E FRANCIS ST		NORTH PLATTE	NE	69101	308-696-0941	308-696-0944
4666	GRAND ISLAND	3516 RICHMOND CIR		GRAND ISLAND	NE	68803	308-384-9600	308-384-9601
4670	LAS CRUCES	3875 FOOTHILLS RD		LAS CRUCES	NM	88011	575-522-5858	575-522-0552
4671	ALAMOGORDO	2578 MEDICAL DR		ALAMOGORDO	NM	88310	575-437-9731	575-434-8753
4672	DEMING	814 W ADOBE DR		DEMING	NM	88030	575-546-1101	575-546-1104
4674	PACIFIC NORTHWEST HOME	2300 SW 6TH AVE		PORTLAND	OR	97201	503-221-4932	503-221-4279
4675	BEAVERTON	2715 SW 153RD DR		BEAVERTON	OR	97006	503-520-1363	503-520-9533
4676	ROSE QUARTER DIALYSIS	4905 NE M L KING BLVD		PORTLAND	OR	97211	503-288-7020	503-288-7028
4677	EMANUEL PEDIATRICS	2801 N GANTENBEIN AVE	ROOM 4400	PORTLAND	OR	97227	503-413-4346	503-413-2624
4678	TUALATIN	7780 SW MOHAWK ST		TUALATIN	OR	97062	971-224-4000	971-224-4007
4679	TWIN OAKS	15201 NW GREENBRIER PKWY	STE C2	BEAVERTON	OR	97006	503-690-4883	503-690-3020
4681	HOLLYWOOD	2824 NE WASCO ST		PORTLAND	OR	97232	503-493-8227	503-493-8502
4682	EASTERN OREGON	10601 S WALTON RD		LA GRANDE	OR	97850	541-663-8420	541-663-8421
4683	ASTORIA	2120 EXCHANGE ST	STE 100	ASTORIA	OR	97103	503-338-3885	503-338-6102
4684	RAINES	1809 MAPLE ST		FOREST GROVE	OR	97116	503-359-7972	503-359-0863
4685	EVERGREEN	345 SE NORTON LN	STE B	MCMINNVILLE	OR	97128	503-474-2680	503-474-0750
4686	FORT VANCOUVER	312 SE STONE MILL DR	STE 150	VANCOUVER	WA	98684	360-254-2323	360-254-8289
4687	SALMON CREEK	9105 NE HIGHWAY 99	STE. 102	VANCOUVER	WA	98665	360-576-1350	360-576-1472
4688	SPOKANE	610 S SHERMAN ST	STE 101	SPOKANE	WA	99202	509-473-1010	509-473-1012
4689	NORTHPOINTE	9651 N NEVADA ST		SPOKANE	WA	99218	509-468-8606	509-467-8291
4690	MOSES LAKE	1545 PILGRIM ST		MOSES LAKE	WA	98837	509-765-9123	509-764-9940
4691	LACEY	719 SLEATER KINNEY RD SE	STE 152	LACEY	WA	98503	360-459-3537	360-459-2686
4692	GRAY'S HARBOR	2012 INDUSTRIAL PKWY		ABERDEEN	WA	98520	360-533-6800	360-533-6825
4693	OMAK	800 JASMINE ST	STE 1	OMAK	WA	98841	509-826-8680	509-826-8690
4694	NORTH PINES	1017 N PINES RD		SPOKANE VALLEY	WA	99206	509-891-1107	509-928-3551
4695	CHEHALIS	505 SE ADAMS AVE		CHEHALIS	WA	98532	360-740-5600	360-740-5800
4697	EAST DENVER	962 POTOMAC CIR		AURORA	CO	80011	303-340-1398	303-340-3214
4699	NEVADA FIRE MESA	2450 FIRE MESA ST	STE 120	LAS VEGAS	NV	89128	702-384-2242	702-384-2262
4702	PENSACOLA	1305 W MORENO ST		PENSACOLA	FL	32501	850-434-1176	850-434-9286
4704	CRESTVIEW	129 E REDSTONE AVE		CRESTVIEW	FL	32539	850-682-4726	850-682-4129
4705	CENTURY	6001 INDUSTRIAL BLVD		CENTURY	FL	32535	850-256-4727	850-256-4725
4706	FORT WALTON BEACH	925 MAR WALT DR		FORT WALTON BEACH	FL	32547	850-864-4411	850-864-4464
4707	MILTON	5934 BERRYHILL RD	STE 2	MILTON	FL	32570	850-626-9448	850-626-9449
4708	CORDOVA	5401 CORPORATE WOODS DR	STE 850	PENSACOLA	FL	32504	850-484-8646	850-484-9011
4709	SACRED HEART	5151 N 9TH AVE	DEPAUL BLDG. 3RD FL.	PENSACOLA	FL	32504	850-416-7426	850-416-7445
4711	TAMPA NORTH	4450 E FLETCHER AVE	STE D	TAMPA	FL	33613	813-979-9081	813-979-6259
4712	NORTH PENSACOLA	1040 E NINE MILE RD		PENSACOLA	FL	32514	850-475-9102	850-475-9110
4713	WEST PALM BEACH	1522 N DIXIE HWY		WEST PALM BEACH	FL	33401	561-833-5355	561-833-9193
4714	SARASOTA	1630 S TUTTLE AVE		SARASOTA	FL	34239	941-373-9270	941-954-3598
4715	CLERMONT	312 MOHAWK RD		MINNEOLA	FL	34715	352-243-1200	352-243-8555
4717	DESTIN	7720 US HIGHWAY 98 W	STE 150	DESTIN	FL	32550	850-622-9717	850-622-1935
4718	BREVARD	4940 STACK BLVD		MELBOURNE	FL	32901	321-952-1181	321-952-1911
4720	WEST PENSACOLA	2940 N BLUE ANGEL PKWY		PENSACOLA	FL	32506	850-453-3658	850-453-5323
4722	OCHSNER NEW ORLEANS	630 DECKBAR AVE		JEFFERSON	LA	70121	504-837-0021	504-837-0502
4724	FERRIDAY	1618 EE WALLACE BLVD N		FERRIDAY	LA	71334	318-757-8319	318-757-8342
4725	DELTA	104 RAILROAD AVE		DELTA	LA	71233	318-633-9662	318-633-9663
4727	OCHSNER ST. CHARLES	150 JAMES DR E		SAINT ROSE	LA	70087	504-712-5454	504-712-5312
4730	GREENVILLE	2001 MEDICAL PARK DR		GREENVILLE	MS	38703	662-378-2454	662-335-8770

4731	MERIDIAN	2205 HIGHWAY 39 N		MERIDIAN	MS	39301	601-483-0606	601-483-5944
4732	BROOKHAVEN	534 IRBY DR		BROOKHAVEN	MS	39601	601-833-9720	601-833-0925
4733	CLARKSDALE	2010 N STATE ST		CLARKSDALE	MS	38614	662-627-4786	662-624-4173
4734	GOLDEN TRIANGLE	92 N BROOKMOORE DR		COLUMBUS	MS	39705	662-327-9208	662-327-2319
4735	VICKSBURG	105 KEYSTONE CIR		VICKSBURG	MS	39183	601-634-6057	601-636-5211
4736	YOKNA RIVER	1760 BARRON ST		OXFORD	MS	38655	662-234-3412	662-234-7532
4737	TUPELO	2978 MATTOX ST		TUPELO	MS	38801	662-844-0009	662-690-9300
4738	GREENWOOD	609 TALLAHATCHIE ST		GREENWOOD	MS	38930	662-453-5208	662-453-4546
4739	NATCHEZ	312 HIGHLAND BLVD		NATCHEZ	MS	39120	601-446-8060	601-445-0031
4740	CORINTH	810 ALCORN DR		CORINTH	MS	38834	662-287-9577	662-286-2786
4741	PEARL RIVER	105 OFFICE DRIVE		PHILADELPHIA	MS	39350	601-656-0282	601-656-8304
4743	MCCOMB	1404 WHITE ST		MCCOMB	MS	39648	601-684-6380	601-684-6943
4745	GRENADA	35 W MONROE ST		GRENADA	MS	38901	662-226-8229	662-226-3300
4746	CLEVELAND	222 N PEARMAN AVE		CLEVELAND	MS	38732	662-843-6965	662-846-7887
4747	BLUE BLUFF	308 HIGHWAY 8 W		ABERDEEN	MS	39730	662-369-6149	662-369-2675
4748	PORT GIBSON	123A MCCOMB AVE		PORT GIBSON	MS	39150	601-437-3707	601-437-3784
4749	CENTRAL NEWTON COUNTY	121 OLD 15 LOOP		NEWTON	MS	39345	601-683-9485	601-683-9404
4753	STARKVILLE	111 EUDORA WELTY DR		STARKVILLE	MS	39759	662-615-9493	662-615-9649
4755	EUPORA	241 MEADOWLANE ST		EUPORA	MS	39744	662-258-6528	662-258-3016
4756	INDIANOLA	627 HIGHWAY 82 W		INDIANOLA	MS	38751	662-887-5155	662-887-6329
4757	HOLLY SPRINGS	1325 HIGHWAY 4 E		HOLLY SPRINGS	MS	38635	662-252-6210	662-252-6968
4760	SOUTHAVEN	7318 SOUTHCREST PKWY		SOUTHAVEN	MS	38671	662-349-2548	662-349-8305
4761	SARDIS	200 E FRONTAGE RD		SARDIS	MS	38666	662-487-3938	662-487-3051
4762	NOXUBEE COUNTY	703 N WASHINGTON ST		MACON	MS	39341	662-726-9866	662-726-9010
4763	WILKINSON COUNTY	205 E MAIN ST		CENTREVILLE	MS	39631	601-645-9099	601-645-9094
4764	WINSTON COUNTY	562A E MAIN ST		LOUISVILLE	MS	39339	662-773-6565	662-773-7117
4765	TUNICA	1821 HIGHWAY 61 N		TUNICA	MS	38676	662-363-2620	662-357-9934
4767	MARTIN	113 EC THURMOND CV		MARTIN	TN	38237	731-587-3390	791-587-2891
4771	MEMPHIS GERMANTOWN	7640 WOLF RIVER CIR		GERMANTOWN	TN	38138	901-757-4119	901-757-4105
4774	UNION CITY	1117 S MILES AVE		UNION CITY	TN	38261	731-884-0914	781-884-3877
4775	NAVARRE	8888 NAVARRE PKWY		NAVARRE	FL	32566	850-515-0810	850-515-0578
4777	MCMINNVILLE	1428 SPARTA ST		MC MINNVILLE	TN	37110	931-474-5606	931-474-5610
4778	WINCHESTER	359 OLD MILL RD		WINCHESTER	TN	37398	931-962-1356	931-962-2719
4780	WESTBANK	4899 WESTBANK EXPY		MARRERO	LA	70072	504-340-8577	504-340-8209
4790	KOKOMO ACUTE	2350 S DIXON RD		KOKOMO	IN	46902	765-453-0052	765-453-0366
4791	RICHMOND ACUTE	1200 REID PARKWAY DRIVE		RICHMOND	IN	47374	765-453-0052	765-963-3391
4792	TYLER ETMC ACUTES	1000 S BECKHAM AVE	2ND FLOOR DIALYSIS	TYLER	TX	75701	903-531-8101	903-535-6261
4797	DEKALB COUNTY	1144 W 15TH ST		AUBURN	IN	46706	260-927-1309	260-927-1322
4798	KALAMAZOO PD RCG	527 E MICHIGAN AVE		KALAMAZOO	MI	49007	269-384-6191	269-384-6192
4804	KUTTAWA	95 LAKESHORE DR		KUTTAWA	KY	42055	270-388-0078	270-388-0708
4805	PADUCAH	1532 LONE OAK RD	STE G15	PADUCAH	KY	42003	270-443-0217	270-442-0295
4806	MURRAY CALLOWAY	609 S 12TH ST		MURRAY	KY	42071	270-759-3080	270-759-2175
4807	MAYFIELD	1029 MEDICAL CENTER CIR		MAYFIELD	KY	42066	270-247-7291	270-247-8657
4808	LEXINGTON SOUTH	171 N EAGLE CREEK DR		LEXINGTON	KY	40509	859-264-7775	859-264-7425
4809	LEXINGTON EAST	1101 WINCHESTER RD	STE 100	LEXINGTON	KY	40505	859-225-4922	859-225-4716
4810	PADUCAH SOUTH	1061 HUSBAND RD		PADUCAH	KY	42003	270-442-5020	270-442-1973
4811	LEXINGTON NORTH	1610 LEESTOWN RD	STE 180	LEXINGTON	KY	40511	859-254-0671	859-254-1759
4816	CENTRAL JERSEY	1 PLAZA DR		TOMS RIVER	NJ	8757	732-505-0637	732-505-8399
4817	MANNINGTON	5 NEW JERSEY ROUTE 45		SALEM	NJ	8079	856-935-0949	856-935-0951
4818	UNION	131 S 31ST ST		KENILWORTH	NJ	7033	908-241-0453	908-241-5731
4819	ESSEX	151 CENTRAL AVE		ORANGE	NJ	7050	973-675-3400	973-675-1373

4820	WOODBURY	571 N EVERGREEN AVE		WOODBURY	NJ	8096	856-853-8735	856-853-5528
4821	SOUTHERN OCEAN COUNTY	1301 ROUTE 72 W		MANAHAWKIN	NJ	8050	609-597-0483	609-597-4925
4822	BLOOMFIELD	206 BELLEVILLE AVE		BLOOMFIELD	NJ	7003	973-680-8100	973-680-8228
4823	LAKEWOOD	1328 RIVER AVE		LAKEWOOD	NJ	8701	732-730-2225	732-730-2229
4824	HARRISON	620 ESSEX ST		HARRISON	NJ	7029	973-482-7772	973-482-0102
4825	EAST ORANGE	110 S GROVE ST		EAST ORANGE	NJ	7018	973-414-6100	973-414-6109
4826	ELIZABETH	595 DIVISION ST		ELIZABETH	NJ	7201	908-436-3007	908-436-3008
4827	CAPE MAY COURTHOUSE	1259 S ROUTE 9		CAPE MAY COURT HOUSE	NJ	8210	609-465-3444	609-465-0434
4829	LIVINGSTON ACC	200 S ORANGE AVE		LIVINGSTON	NJ	7039	973-322-7150	973-322-7160
4831	EAST NORRITON	2925 DEKALB PIKE		NORRISTOWN	PA	19401	610-279-0776	610-279-3438
4832	WYNNEWOOD	100 E LANCASTER AVE	SUITE 61, MOB EAST	WYNNEWOOD	PA	19096	610-896-0780	610-896-3865
4833	HERMITAGE	2425 GARDEN WAY		HERMITAGE	PA	16148	724-347-0700	724-347-0900
4834	LIMERICK	420 W LINFIELD TRAPPE RD BUILDING B	STE 100	LIMERICK	PA	19468	610-495-0010	610-495-0030
4835	BRYN MAWR DIALYSIS	780 WEST LANCASTER AVENUE		BRYN MAWR	PA	19010	610-525-1793	610-525-1794
4836	CLAIRTON	575 COAL VALLEY RD	STE 262	CLAIRTON	PA	15025	412-469-7011	412-469-7234
4839	MONTGOMERY EAST	1350 POWELL ST		NORRISTOWN	PA	19401	610-277-7535	610-277-9585
4840	MILLERSBURG	75 EVELYN DR		MILLERSBURG	PA	17061	717-692-2145	717-692-2021
4841	HARRISBURG DOWNTOWN	2601 N 3RD ST	STE 101	HARRISBURG	PA	17110	717-909-9450	717-909-9452
4842	MOUNT AIRY - IN CENTER	10 E MORELAND AVE		PHILADELPHIA	PA	19118	215-381-0310	215-381-0320
4843	OLNEY	2154 STENTON AVE		PHILADELPHIA	PA	19138	215-548-3704	215-548-2263
4846	LANSDALE	120 MEDICAL CAMPUS DR	ABINGTON HEALTH-LAN	LANSDALE	PA	19446	215-853-8300	215-853-8308
4848	PROVIDENCE	125 CORLISS ST		PROVIDENCE	RI	2904	401-521-9300	401-331-8950
4849	PAWTUCKET	79 DIVISION ST		PAWTUCKET	RI	2860	401-723-9995	401-723-6344
4851	DANVILLE	129 BROAD ST		DANVILLE	VA	24541	434-792-1436	434-797-2295
4852	SOUTH BOSTON	2043 HAMILTON BLVD		SOUTH BOSTON	VA	24592	434-572-3942	434-572-8637
4853	PATRICK COUNTY	221 RICH CREEK DR		STUART	VA	24171	276-694-8055	276-694-8024
4854	MARTINSVILLE	500 BLUE RIDGE ST		MARTINSVILLE	VA	24112	276-632-8023	276-632-8026
4855	ATLANTIC CITY	1501 ATLANTIC AVE		ATLANTIC CITY	NJ	8401	609-345-0900	609-345-0447
4856	EGG HARBOR	6701 BLACK HORSE PIKE		EGG HARBOR TOWNSHIP	NJ	8234	609-383-0066	609-383-0388
4857	WHITING	430 ROUTE 530		WHITING	NJ	8759	732-350-8405	732-350-8172
4858	ATLANTA ACUTE	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
4860	ALABAMA ACUTES	708 COTTON AVE SW		BIRMINGHAM	AL	35211	205-397-8192	205-783-6571
4861	SOUTH CENTRAL INDIANA ACUTES	601 W 2ND ST		BLOOMINGTON	IN	47403	812-353-9239	812-353-5634
4863	COLUMBUS ACUTE	2400 17TH ST		COLUMBUS	IN	47201	812-376-5208	812-376-5957
4865	DES MOINES ACUTE	1111 6TH AVE		DES MOINES	IA	50314	515-247-3980	515-643-2549
4866	FLORIDA PANHANDLE ACUTES	7800 US HIGHWAY 98 W	SACRED HEART - EMERA	DESTIN	FL	32550	850-622-9717	850-622-1935
4867	TUPELO HOME	1542 MEDICAL PARK CIR		TUPELO	MS	38801	662-841-2315	662-841-2317
4868	NORTHEAST INDIANA ACUTES	2015 JACKSON ST		ANDERSON	IN	46016	765-649-2511	317-564-2247
4869	GAINESVILLE ACUTE	675 WHITE SULPHUR RD		GAINESVILLE	GA	30501	770-534-6999	770-534-0118
4870	GRAND ISLAND ACUTE	3516 RICHMOND CIR		GRAND ISLAND	NE	68803	308-384-4600	308-384-9601
4871	HAYS ACUTE	2905 CANTERBURY DR		HAYS	KS	67601	785-625-0033	785-625-4171
4874	INDIANAPOLIS NORTH ACUTE	2001 W 86TH ST		INDIANAPOLIS	IN	46260	317-338-3113	317-338-3134
4875	JOPLIN ACUTE	1800 W 30TH ST		JOPLIN	MO	64804	417-625-2121	417-659-6440
4877	KEARNEY ACUTE	5210 PARKLANE DR		KEARNEY	NE	68847	308-865-7570	308-865-2104
4879	KALAMAZOO ACUTE	521 E MICHIGAN AVE		KALAMAZOO	MI	49007	269-384-6180	269-384-6192
4880	NORTH PLATTE ACUTE	601 W LEOTA ST		NORTH PLATTE	NE	69101	308-696-7462	308-696-8654
4882	PEORIA ACUTE	530 NE GLEN OAK AVE		PEORIA	IL	61637	309-624-8878	309-655-2776
4887	WICHITA ACUTE	1007 N EMPORIA ST		WICHITA	KS	67214	316-266-6674	316-291-7873
4888	WESLEY ACUTE	929 N SAINT FRANCIS ST	FMC DIALYSIS 6TH FLOO	WICHITA	KS	67214	316-266-6674	316-291-7873
4889	WEST NASHVILLE ACUTE	2300 PATTERSON ST	C/O CENTENNIAL HOSPI	NASHVILLE	TN	37203	615-342-2358	615-342-2362
4890	ANCHORAGE HOME	3950 LAUREL ST		ANCHORAGE	AK	99508	907-563-3149	907-563-1126

4892	SPOKANE HOME	610 S SHERMAN ST	STE 101	SPOKANE	WA	99202	509-473-1015	509-473-1014
4893	OLYMPIA HOME	719 SLEATER KINNEY RD SE	STE 152	LACEY	WA	98503	360-459-3111	360-459-2686
4894	OLYMPIA ACUTES	719 SLEATER KINNEY RD SE	STE 152	OLYMPIA	WA	98503	360-493-7523	360-493-5336
4895	LANSING CENTRAL	2710 S WASHINGTON AVE		LANSING	MI	48910	517-272-1380	517-272-1384
4898	WISCONSIN ACUTE	9200 W WISCONSIN AVEUE		MILWAUKEE	WI	53226	414-805-3102	414-805-7973
4901	NEWBERG	3100 HAWORTH AVE		NEWBERG	OR	97132	503-537-0100	503-476-8808
4902	LAS CRUCES SOUTH	2525 S TELSHOR BLVD		LAS CRUCES	NM	88011	575-532-6066	575-532-6626
4912	MERRIONETTE PARK HOME	11650 S KEDZIE AVE		MERRIONETTE PARK	IL	60803	708-389-9099	708-389-9088
4913	SIDNEY	1015 FAIR RD		SIDNEY	OH	45365	937-498-0040	937-498-0067
4914	WASHINGTON COURT HOUSE	1280 RAWLINGS ST		WASHINGTON COURT HOUSE	OH	43160	740-335-4267	740-335-4674
4916	BATTLE CREEK NORTH	233 ROOSEVELT AVE E		BATTLE CREEK	MI	49037	269-968-8860	269-968-8861
4917	CHARLOTTE	111 LANSING ST		CHARLOTTE	MI	48813	517-543-6777	517-543-7783
4918	TERRE HAUTE SOUTH	315 E SPRINGHILL DR		TERRE HAUTE	IN	47802	812-234-0020	812-234-5575
4919	DES MOINES SOUTH	6651 SW 9TH ST		DES MOINES	IA	50315	515-285-3032	515-285-3146
4923	HERITAGE	1160 E BROAD ST		ELYRIA	OH	44035	440-365-1811	440-365-8601
4950	SULPHUR SPRINGS	1401 MEDICAL DR		SULPHUR SPRINGS	TX	75482	903-885-3900	903-885-3266
4951	NIXA	121 N MASSEY BLVD		NIXA	MO	65714	417-724-1177	417-724-1167
4956	SOUTHEAST MISSOURI	1723 BROADWAY ST		CAPE GIRARDEAU	MO	63701	573-334-7861	573-334-3991
4961	YOUNGSTOWN ACUTE	139 JAVIT CT		AUSTINTOWN	OH	44515	330-715-1044	330-799-9145
4962	SAINT LOUIS ACUTE	3635 VISTA AND GRAND	5TH FLOOR FDH	SAINT LOUIS	MO	63110	314-268-8845	314-268-5173
4964	CORPUS CHRISTI ACUTE	600 ELIZABETH ST	2ND FLOOR	CORPUS CHRISTI	TX	78404	361-881-3357	361-887-7599
4965	AUSTIN ACUTE	12221 RENFERT WAY		AUSTIN	TX	78758	512-901-2209	512-901-1979
4966	DENVER ACUTE	723 DELAWARE ST	SUITE M105	DENVER	CO	80204	303-825-1978	303-825-1212
4968	LAS CRUCES ACUTE	2525 S TELSHOR BLVD		LAS CRUCES	NM	88011	575-532-6066	575-532-6626
4969	COMMUNITY MEDICAL CENTER ACUTE	99 ROUTE 37 W	1ST FLOOR/3C	TOMS RIVER	NJ	8755	732-557-8091	732-557-8927
4970	DELAWARE VALLEY ACUTE	630 W GERMANTOWN PIKE	STE 100	PLYMOUTH MEETING	PA	19462	610-276-2018	610-834-5742
4971	PENNSYLVANIA ACUTE	1036 EASTON RD	C/O FRESENIUS ABINGT(	WILLOW GROVE	PA	19090	215-657-6780	215-657-6856
4972	SOUTHERN NEW JERSEY ACUTE	2 STONE HARBOR BLVD	BURDETTE TOMLIN HOS	CAPE MAY COURT HOUSE	NJ	8210	609-465-3444	609-465-0434
4973	CAMDEN COOPER ACUTE	1 COOPER PLZ	C/O DIALYSIS UNIT	CAMDEN	NJ	8103	856-342-3284	856-968-8200
4974	CLARA MAASS ACUTE	1 CLARA MAASS DR		BELLEVILLE	NJ	7109	973-450-2367	201-432-3047
4975	LIVINGSTON ACUTE	94 OLD SHORT HILLS RD		LIVINGSTON	NJ	7039	973-322-7150	973-322-7160
4976	MONMOUTH ACUTE	300 2ND AVE		LONG BRANCH	NJ	7740	732-923-6877	732-923-7462
4977	NEWARK BETH ISRAEL ACUTE	201 LYONS AVE		NEWARK	NJ	7112	973-926-7600	973-926-8369
4980	PORTLAND ACUTES	2300 SW 6TH AVE	STE 101	PORTLAND	OR	97201	503-413-7686	503-413-6950
4981	SPOKANE ACUTES	101 W 8TH AVE	ROOM 5N	SPOKANE	WA	99204	509-474-4832	509-474-3451
4990	MERRIONETTE PARK	11630 S KEDZIE AVE		MERRIONETTE PARK	IL	60803	708-389-9099	708-389-9088
4993	FRANKFORT	608 CHAMBERLIN AVE		FRANKFORT	KY	40601	502-607-0731	502-607-0737
4994	NORTH GWINNETT	185 OLD PEACHTREE RD NW		SUWANEE	GA	30024	678-714-4941	678-714-4983
4996	MIDFIELD	613 BESSEMER SUPER HWY		MIDFIELD	AL	35228	205-481-0019	205-481-0039
4997	KALAMAZOO EAST	2901 E KILGORE RD		KALAMAZOO	MI	49001	269-345-1660	269-345-1665
4998	TOLEDO-WERNERTS CORNER	2532 W LASKEY RD		TOLEDO	OH	43613	419-474-8995	419-474-8996
4999	UPTOWN CHICAGO	4700 N MARINE DR		CHICAGO	IL	60640	773-989-8082	773-989-8514
5099	MED TN INPATIENT SERVICES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4500	901-366-1069
5100	TUPELO MS JV INPATIENT SERVICES	830 S GLOSTER ST		TUPELO	MS	38801	662-377-3151	662-377-2064
5101	LITTLE ROCK AR INPATIENT SERVICES	2210 WILDWOOD AVE		SHERWOOD	AR	72120	501-834-9247	501-834-6645
5102	OXFORD MS JV INPATIENT SERVICES	2301 S LAMAR BLVD		OXFORD	MS	38655	662-513-1542	662-513-1537
5106	ALEXANDRIA LA INPATIENT SERVICES	1915 BEATRICE ST		ALEXANDRIA	LA	71301	318-487-8333	318-487-0933
5108	NEW IBERIA LA INPATIENT SERVICES	609 RUE DE BRILLE		NEW IBERIA	LA	70563	337-364-1185	337-364-1187
5162	OPELOUSAS LA INPATIENT SERVICES	528 E VINE ST		OPELOUSAS	LA	70570	337-948-1550	337-948-8975
5168	LAFAYETTE LA INPATIENT SERVICES	2804 AMBASSADOR CAFFERY PKWY		LAFAYETTE	LA	70506	337-984-7299	337-984-5772
5182	LAKE CHARLES LA INPATIENT SERVICES	524 DOCTOR MICHAEL DEBAKEY DR		LAKE CHARLES	LA	70601	337-491-7125	337-491-7121

5183	ST. LOUIS COUNTY INPATIENT SERVICES	335 MID RIVERS MALL DR		SAINT PETERS	MO	63376	314-920-6007	636-970-3728
5184	METRO EAST ST. LOUIS INPATIENT SERVICES	335 MID RIVERS MALL DR		SAINT PETERS	MO	63376	636-970-3730	636-970-3728
5237	NACOGDOCHES	3226 N UNIVERSITY DR	STE 100	NACOGDOCHES	TX	75965	936-559-0031	936-559-0037
5329	KIEST STATION	5148 S LANCASTER RD		DALLAS	TX	75241	214-371-2618	214-371-2655
5330	SAN JOSE	6850A SANTA TERESA BLVD		SAN JOSE	CA	95119	408-229-0344	408-229-1560
5332	BAPTIST HOSPITAL ACUTES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4500	901-795-7872
5356	CASS RIVER MI	5414 W ROLLING HILLS DR		BRIDGEPORT	MI	48722	989-777-1608	989-777-2139
5357	CHERAW	104 GRACE LN		CHERAW	SC	29520	843-537-6801	843-537-6803
5361	SANDUSKY	47 DAWSON ST		SANDUSKY	MI	48471	810-648-9490	810-648-9491
5364	SOUTHTOWN (MN)	7901 XERXES AVE S	STE 103	BLOOMINGTON	MN	55431	952-881-6986	952-881-0621
5366	CARMEL	12400 N MERIDIAN ST	TWO MERIDIAN PARK PI	CARMEL	IN	46032	317-575-8312	317-575-9158
5369	DEKALB AL INPATIENT SERVICES	2202 JORDAN RD SW	STE 100	FORT PAYNE	AL	35968	256-845-9979	256-845-8180
5371	NASHVILLE TN INPATIENT SERVICES	2300 PATTERSON ST		NASHVILLE	TN	37203	615-342-2358	615-342-2362
5373	NASHVILLE TN SOUTH INPATIENT SERVICES	2300 PATTERSON ST		NASHVILLE	TN	37203	615-342-2358	615-342-2362
5375	FMC OF SALISBURY	1340 S DIVISION ST	STE 302	SALISBURY	MD	21804	410-742-1800	410-548-1288
5376	BRYAN JV TX INPATIENT SERVICES	2390 E 29TH ST		BRYAN	TX	77802	979-314-1581	979-314-1550
5377	ST PAULS	153 E MCLEAN ST		SAINT PAULS	NC	28384	910-865-3086	910-865-3061
5379	PRINCESS ANNE MD	12185 ELM ST		PRINCESS ANNE	MD	21853	410-651-1056	410-651-1057
5381	WEST CHICAGO IL	1859 N NELTNOR BLVD		WEST CHICAGO	IL	60185	630-293-5952	630-293-7978
5382	INDEPENDENCE CENTERPOINT	19401 E 37TH TERRACE CT S	STE 200	INDEPENDENCE	MO	64057	816-795-6559	816-795-6021
5383	HAYDEN LAKE ID	7600 N MINERAL DR	STE 850	COEUR D ALENE	ID	83815	208-762-4411	208-762-4334
5384	MOODY PARK	2920 FULTON ST		HOUSTON	TX	77009	713-222-2513	713-222-2486
5385	FRANKLIN IN	1159 W JEFFERSON ST	STE 201	FRANKLIN	IN	46131	317-736-0465	317-736-9463
5386	CEDAR PARK TX	1201 N LAKELINE BLVD	STE 100	CEDAR PARK	TX	78613	512-259-1329	512-259-4218
5401	SARATOGA TX	6017 PARKWAY		CORPUS CHRISTI	TX	78414	361-986-1567	361-986-0163
5412	PAULS VALLEY	310 S CHICKASAW ST		PAULS VALLEY	OK	73075	405-238-7252	405-238-3242
5413	AUXILIO MUTUO ACUTES	CLINICA EXPRESO AUXILIO ROAD 199	CUPEY BAJO WARD, LAS	SAN JUAN	PR	926	787-758-4884	787-758-4410
5414	PR EAST ACUTES	ROAD 3, KM 73.8	PLAZA BOULEVARD SHO	HUMACAO	PR	791	787-850-0033	787-285-4627
5415	PR METRO ACUTES	461 CALLE FRANCIA		SAN JUAN	PR	917	787-764-5640	787-754-0618
5416	PR NORTH ACUTES	ROAD #2, KM 39.5	ALGARROBO WARD	VEGA BAJA	PR	693	787-858-3290	787-855-2762
5417	PR SOUTH ACUTES	610 CALLE DAMAS	SAN JORGE PROFESSIOI	PONCE	PR	717	787-844-6115	787-840-6221
5418	PR WEST ACUTES	1050 AVE LOS CORAZONES		MAYAGUEZ	PR	680	787-834-5336	787-832-7722
5420	SOUTHWEST INDIANA ACUTES	315 E SPRINGHILL DR		TERRE HAUTE	IN	47802	812-234-0020	812-234-5575
5422	NORWALK EAST CA	13063 ROSECRANS AVE		SANTA FE SPRINGS	CA	90670	562-404-7400	562-404-7411
5423	TALAWANDA	5148 COLLEGE CORNER PIKE		OXFORD	OH	45056	513-523-5960	513-523-0148
5424	MOKENA IL	8910 W 192ND ST		MOKENA	IL	60448	708-478-1815	708-478-3299
5426	BARRATARIA	1849 BARATARIA BLVD		MARRERO	LA	70072	504-347-4228	504-347-4229
5445	FMS IRONBOUND	248 SOUTH ST		NEWARK	NJ	7114	973-344-0655	973-344-6966
5446	ALLEN TX	925 W EXCHANGE PKWY		ALLEN	TX	75013	972-908-2769	972-908-2764
5447	ROWLETT TX	3801 LAKEVIEW PKWY		ROWLETT	TX	75088	214-703-6951	214-703-5162
5448	SCOTLAND COUNTY NC	1061 ABERDEEN RD		LAURINBURG	NC	28352	910-277-3592	910-276-7720
5450	STREATOR IL	2356 N BLOOMINGTON ST		STREATOR	IL	61364	815-673-2200	815-673-2202
5451	LOUISVILLE NORTHEAST	3701 CHAMBERLAIN LN		LOUISVILLE	KY	40241	502-327-1144	502-327-1145
5458	ANSON COUNTY	2349 US HIGHWAY 74 W		WADESBORO	NC	28170	704-695-1460	704-695-1438
5459	CENTRAL RALEIGH	802 SEMART DR		RALEIGH	NC	27604	919-832-2644	919-832-9559
5460	MACCLENNY	244 N 3RD ST		MACCLENNY	FL	32063	904-259-9660	904-259-9669
5462	KILLEEN TX INPATIENT SERVICES	726 S FORT HOOD ST		KILLEEN	TX	76541	254-554-3366	254-628-8998
5463	NICHOLASVILLE KY	115 ORCHARD DR		NICHOLASVILLE	KY	40356	859-881-0332	859-881-4074
5464	EASTERN WAKE	670 GRANITE VISTA DR		ROLESVILLE	NC	27571	919-554-1752	919-554-1867
5465	HABERSHAM GA	735 NORTH HISTORIC HWY 441		DEMOREST	GA	30535	706-839-1761	706-839-1762
5466	CHAMBERSBURG PA	755 NORLAND AVE	STE 104	CHAMBERSBURG	PA	17201	717-263-8505	717-263-4329

5467 CARRBORO PD PROGRAM	105 RENEE LYNN CT		CARRBORO	NC	27510	919-966-4359	919-966-3241
5468 ST. RAPHAEL ACUTES	137 WATER ST		NEW HAVEN	CT	6511	203-789-4008	203-867-1237
5471 BROOKDALE NURSING HOME ACUTE	1 BROOKDALE PLZ		BROOKLYN	NY	11212	718-240-5727	718-240-6522
5473 BROOKDALE ACUTE	1 BROOKDALE PLZ		BROOKLYN	NY	11212	718-240-5727	718-240-6522
5474 EL DORADO MANAGED	701 W CENTRAL AVE		EL DORADO	KS	67042	316-322-4541	316-322-4579
5476 ST. HELENS	500 N COLUMBIA RIVER HWY	STE 510	SAINT HELENS	OR	97051	503-397-9777	503-397-9954
5484 BURBANK	2031 W ALAMEDA AVE		BURBANK	CA	91506	818-845-3830	818-843-7323
5485 LOMBARD IL	1940 SPRINGER DR		LOMBARD	IL	60148	630-693-0394	630-693-0147
5486 KINGS MILL OH	1992 KING AVE		KINGS MILLS	OH	45034	513-204-5555	513-204-5950
5487 LEWISBURG TN	1030 WAR EAGLE DR		LEWISBURG	TN	37091	931-359-1940	931-359-1941
5488 CENTERVILLE TN	193 BROWN JCT		CENTERVILLE	TN	37033	931-729-0810	931-729-0811
5489 GRAND PRAIRIE TX	825 DALWORTH ST		GRAND PRAIRIE	TX	75050	972-266-3891	972-266-2822
5490 ELWOOD IN	1805 S ANDERSON ST		ELWOOD	IN	46036	765-557-2362	765-557-2366
5491 GREENCASTLE	316 MEDIC WAY		GREENCASTLE	IN	46135	765-653-0000	765-653-2222
5496 GULFPORT ACUTES	4300A W RAILROAD ST		GULFPORT	MS	39501	228-865-3634	228-867-4280
5497 FALFURRIAS TX	720 N SAINT MARYS ST		FALFURRIAS	TX	78355	361-325-3528	361-325-3539
5498 MAPLEWOOD HEIGHTS MN	2017 WOODLYNN AVE	STE 32	MAPLEWOOD	MN	55109	651-748-5774	651-748-4585
5499 ST. LOUIS PARK MN	5680 W 36TH ST		SAINT LOUIS PARK	MN	55416	952-926-0959	952-926-3694
6000 JOHNSONVILLE SC	200 STUCKEY ST		JOHNSONVILLE	SC	29555	843-380-1581	843-380-1753
6001 MADISONVILLE KY	1020 WATERFALL CT		MADISONVILLE	KY	42431	270-825-3792	270-825-3793
6002 CHURCH STREET DIALYSIS	406 S CHURCH ST		FLORENCE	SC	29506	843-664-3074	843-679-5946
6003 WEST CONWAY SC	1702 MILL POND RD		CONWAY	SC	29527	843-488-0328	843-488-0348
6004 KANAWHA COUNTY WV	951 DUNBAR VILLAGE PLZ		DUNBAR	WV	25064	304-766-1009	304-766-8004
6044 BREMEN DIALYSIS CENTER	108 REDDING DR		BREMEN	GA	30110	770-537-0222	770-537-1011
6045 CARROLL COUNTY DIALYSIS CENTER	157 CLINIC AVE		CARROLLTON	GA	30117	770-832-2202	770-832-1023
6046 COLUMBIA BASIN	510 N COLORADO ST	STE B	KENNEWICK	WA	99336	509-783-7196	509-783-0570
6047 MANDARIN FL	9143 PHILIPS HWY	STE 110	JACKSONVILLE	FL	32256	904-538-0270	904-464-0108
6048 OCEANWAY FL	12961 N MAIN ST	STE 305	JACKSONVILLE	FL	32218	904-757-7425	904-757-9948
6049 FRANKLINTON	806 RIVERSIDE DR		FRANKLINTON	LA	70438	985-795-4134	985-795-4246
6050 LILLINGTON - JV	1605 S MAIN ST		LILLINGTON	NC	27546	910-814-1800	910-814-2937
6055 APPLETON	2701 N ONEIDA ST	STE E	APPLETON	WI	54911	920-997-8600	920-997-8626
6056 RIPON SOUTH	37 STONEY RIDGE RD		RIPON	WI	54971	920-748-8651	920-748-8657
6057 OSHKOSH	2700 W 9TH AVE	STE 101A	OSHKOSH	WI	54904	920-223-4990	920-223-4976
6058 WAUPACA	102 GRAND SEASONS DR	STE 7	WAUPACA	WI	54981	715-258-2547	715-258-2686
6061 ROCHESTER ACUTES	601 ELMWOOD AVE	STRONG MEMORIAL HO	ROCHESTER	NY	14642	585-275-2820	585-273-1029
6063 FIFTH WARD	2133 LOCKWOOD DR		HOUSTON	TX	77020	713-676-0888	713-676-0039
6065 SANFORD PD	1922 K M WICKER MEMORIAL DR		SANFORD	NC	27330	919-718-0680	919-718-7785
6066 CAROLINA HOME HEMO	105 RENEE LYNN CT		CARRBORO	NC	27510	919-966-4359	919-966-3241
6067 ANN ARBOR HOME HEMO	2850 S INDUSTRIAL HWY		ANN ARBOR	MI	48104	734-677-1490	734-677-1489
6068 HAMILTON SQUARE	2 HAMILTON HEALTH PL		HAMILTON	NJ	8690	609-689-9260	609-689-9268
6069 EWING	1962 N OLDEN AVENUE EXT		EWING	NJ	8618	609-671-1600	609-671-9831
6073 MONROE COMMUNITY	435 E HENRIETTA RD		ROCHESTER	NY	14620	585-292-0076	585-292-0081
6074 CANOVANAS PR	ROAD 3, KM 19.9	CANOVANAS WARD	CANOVANAS	PR	729	787-957-9647	787-957-9622
6076 MATTHEWS NC	910 PARK CENTER DR		MATTHEWS	NC	28105	704-443-2973	704-443-2974
6077 WENTZVILLE MO	1534 W MEYER RD		WENTZVILLE	MO	63385	636-887-4046	636-887-4167
6078 WINONA MS	410 HIGHWAY 82		WINONA	MS	38967	662-283-6353	662-283-6354
6079 COCKRELL HILL TX	4810 W ILLINOIS AVE		DALLAS	TX	75211	214-467-3788	214-467-3789
6081 CLAYTON GA	108 PLAZA WAY		CLAYTON	GA	30525	706-782-0207	706-782-0285
6083 SOUTHINGTON CT	341 WEST ST		PLANTSVILLE	CT	6479	860-621-3557	860-621-0858
6085 GREENSBURG IN	999 N MICHIGAN AVE		GREENSBURG	IN	47240	812-663-2367	812-663-2613
6086 FMC SANTA ROSA	VILLA ROSA I	5 LOS VETERANOS AVE.,	GUAYAMA	PR	784	787-866-5050	787-864-4898

6088 WEST ST. PAUL MN	1590 ROBERT ST S	STE 130	WEST SAINT PAUL	MN	55118	651-457-2232	651-457-2450
6089 JACKSON OAKS	128 N ELM AVE		JACKSON	MI	49202	517-787-1893	517-787-1969
6090 BLUFFTON IN	1100 S MAIN ST		BLUFFTON	IN	46714	260-827-0359	268-827-0358
6091 DELAWARE OH	36 TROY RD		DELAWARE	OH	43015	740-363-7171	740-361-7272
6093 PERU IN	25 W 2ND ST		PERU	IN	46970	765-472-1531	765-472-1534
6094 KENAI ALASKA	289 N FIREWEED ST	STE A	SOLDOTNA	AK	99669	907-420-4970	907-420-4978
6095 PRATTVILLE AL	692 COVERED BRIDGE PKWY		PRATTVILLE	AL	36066	334-358-7414	334-358-7415
6096 OSU CAMPUS	1791 KENNY RD		COLUMBUS	OH	43212	614-487-9750	614-487-9156
6097 OSU CLAYTON TAYLOR	730 TAYLOR AVE		COLUMBUS	OH	43219	614-258-5898	614-258-3991
6099 PARIS TX INPATIENT SERVICES	633 STONE AVE		PARIS	TX	75460	903-739-2376	903-739-2558
6105 WACO TX INPATIENT SERVICES	2329 N 39TH ST		WACO	TX	76708	254-756-5150	254-752-4844
6106 NORTH AUSTIN TX INPATIENT SERVICES	12221 RENFERT WAY	STE 100	AUSTIN	TX	78758	512-901-2209	512-901-1979
6107 JEFFERSON PARISH LA INPATIENT SERVICES	180 GREENBRIAR BLVD		COVINGTON	LA	70433	985-249-5400	985-892-5281
6108 NORTH OAKS MED LA INPATIENT SERVICES	180 GREENBRIAR BLVD		COVINGTON	LA	70433	985-249-5400	985-892-5281
6110 OAKLAWN DIALYSIS CENTER	310 E MICHIGAN AVE		MARSHALL	MI	49068	269-789-7023	269-789-7025
6111 CORYDON IN	1141 HOSPITAL DR NW	B	CORYDON	IN	47112	812-738-6200	812-738-6211
6112 BOONE COUNTY KY	7205 DIXIE HWY		FLORENCE	KY	41042	859-525-1060	859-525-1062
6113 HOOVER AL	2104 LORNA RIDGE LN		HOOVER	AL	35216	205-979-3708	205-978-6160
6114 ELIZABETHTON TN	1210 MILITA CT		ELIZABETHTON	TN	37643	423-542-8208	423-542-8879
6115 DEFUNIAK SPRINGS FL	43 SHOEMAKER DR		DEFUNIAK SPRINGS	FL	32433	850-892-2119	850-892-2314
6116 COOK INLET AK	9085 BLACKBERRY ST		ANCHORAGE	AK	99502	907-868-1779	907-868-2779
6119 FRESNO NORTH	6737 N WILLOW AVE	#C	FRESNO	CA	93710	559-324-1070	559-324-0704
6121 WEST TUCSON - JV	100 W GRANT RD		TUCSON	AZ	85705	520-624-0266	520-624-4786
6122 FOX VALLEY ACUTES	216 N COMMERCIAL ST		NEENAH	WI	54956	920-725-7861	920-725-0208
6123 DUBLIN	6670 PERIMETER DR	STE 180	DUBLIN	OH	43016	614-718-2863	614-718-2864
6130 STILLWATER JV	1921 W 6TH AVE	STE B	STILLWATER	OK	74074	405-707-9152	405-707-9170
6131 MIDVALE PARK - JV	1430 W VALENCIA RD		TUCSON	AZ	85746	520-889-4555	520-807-3333
6132 LOMA LINDA	269 E CAROLINE ST	STE A	SAN BERNARDINO	CA	92408	909-514-1008	909-514-1698
6133 MOUNT AIRY SELF CARE	10 E MORELAND AVE		PHILADELPHIA	PA	19118	215-381-0310	215-381-0320
6134 LACOMBE LA	64026 HIGHWAY 434		LACOMBE	LA	70445	985-882-0097	985-882-0098
6135 COLVILLE WA	147 GARDEN HOMES DR		COLVILLE	WA	99114	509-684-3979	509-684-2347
6139 NORTH WILMINGTON	4000 N WASHINGTON ST		WILMINGTON	DE	19802	302-762-2903	302-762-2912
6140 TAMPA BAY ACUTES	4450 E FLETCHER AVE	STE D	TAMPA	FL	33613	813-979-9081	813-979-6259
6141 ST. PETERSBURG ACUTES	7910 US HIGHWAY 19 N		PINELLAS PARK	FL	33781	727-544-6709	727-544-6349
6144 MAPLE GROVE MN	7365 KIRKWOOD CT N	STE 135	MAPLE GROVE	MN	55369	763-494-0316	763-494-4201
6147 THIBODAUX LA INPATIENT SERVICES	180 GREENBRIAR BLVD		COVINGTON	LA	70433	985-249-5400	985-892-5281
6151 NOR CAL APHERESIS	1700 CALIFORNIA ST	STE 350	SAN FRANCISCO	CA	94109	415-928-1352	415-928-4642
6154 DUPAGE PERITONEAL DIALYSIS SERVICES	501 W LAKE ST	STE 201	ELMHURST	IL	60126	630-758-2490	630-758-2491
6158 ATLANTIS FL INPATIENT SERVICES	2080 CHARLIE HALL BLVD		CHARLESTON	SC	29414	843-766-4655	843-766-3435
6159 ILLINIOIS APHERESIS	501 W LAKE ST	STE 207	ELMHURST	IL	60126	630-478-7600	630-478-7574
6161 MICHIGAN APHERESIS	3210 TRI PARK DR		GRAND BLANC	MI	48439	810-606-0640	810-606-0650
6162 OTHELLO WA	530 S 1ST AVE		OTHELLO	WA	99344	509-488-3999	509-488-2280
6163 NAPLES FL INPATIENT SERVICES	409 S 7TH ST		CARRIZO SPRINGS	TX	78834	830-876-3939	830-876-3901
6167 PLANTATION FL INPATIENT SERVICES	7710 W SAHARA AVE		LAS VEGAS	NV	89117	702-451-1533	702-451-5102
6168 BLAIRS VA	9324 U S HIGHWAY 29		BLAIRS	VA	24527	434-791-4546	434-791-4547
6170 SOUTH GASTON NC	710 W HUDSON BLVD		GASTONIA	NC	28052	704-867-3417	704-867-3419
6171 FORT LAWN SC	5707 WILLOWBROOK ST		FORT LAWN	SC	29714	803-872-4149	803-872-4205
6172 DUNDEE MI	129 HELLE BLVD		DUNDEE	MI	48131	734-529-3406	734-529-3297
6173 SOUTH DURHAM	3516 TRICENTER BLVD		DURHAM	NC	27713	919-544-3451	919-544-5809
6174 GAINSVILLE VA	7001 HERITAGE VILLAGE PLZ		GAINESVILLE	VA	20155	571-261-1988	571-261-1933
6180 SOUTH TUCSON - JV	2802 S 6TH AVE		TUCSON	AZ	85713	520-792-2999	520-792-3999

6181	EUCALYPTUS	610 N EUCALYPTUS AVE		INGLEWOOD	CA	90302	310-680-9101	310-680-9943
6187	ROCKPORT TX	1102 FM 3036		ROCKPORT	TX	78382	361-790-5675	361-790-5695
6191	PAMELA HEIGHTS TX	15917B S POST OAK RD		HOUSTON	TX	77053	281-438-0354	281-438-4912
6195	BRUNSWICK COUNTY NC	98 STONE CHIMNEY RD SE		SUPPLY	NC	28462	910-754-3280	910-754-3288
6198	BARTLETT	3348 N GERMANTOWN RD		BARTLETT	TN	38133	901-379-2447	901-379-2448
6199	HAYWARD WI	10342 DYNO DR		HAYWARD	WI	54843	715-634-3220	715-634-3232
6204	ST. LUKES	WEST 114TH AND AMSTERDAM AVE		NEW YORK	NY	10025	212-523-5832	212-523-1021
6205	ROOSEVELT	1000 10TH AVE		NEW YORK	NY	10019	212-523-8111	212-523-6001
6206	KING'S HIGHWAY ACUTES	3201 KINGS HIGHWAY		BROOKLYN	NY	11234	718-951-2929	718-252-2233
6207	BERNSTEIN ACUTES	330 E 17TH ST		NEW YORK	NY	10003	212-420-4234	212-420-4242
6212	NORTH HAVEN	266 STATE ST		NORTH HAVEN	CT	6473	203-230-1946	203-315-4936
6213	NEWPORT MESA DIALYSIS CENTER	1175 BAKER ST	STE B	COSTA MESA	CA	92626	714-641-5808	714-641-5962
6215	SULLIVAN MO	129 PROGRESS PKWY		SULLIVAN	MO	63080	573-468-2485	573-468-2486
6218	GIBSON	5400 GIBSON BLVD SE		ALBUQUERQUE	NM	87108	505-255-0111	505-255-4101
6219	POWELL TN	732 E EMORY RD		KNOXVILLE	TN	37938	865-947-1700	865-947-1707
6222	EAST MORRIS	55 MADISON AVE		MORRISTOWN	NJ	7960	973-993-8491	973-993-8496
6224	LONDONDERRY	1F COMMONS DR		LONDONDERRY	NH	3053	603-434-4517	603-434-3586
6227	EAST CLEVELAND	13944 EUCLID AVE		EAST CLEVELAND	OH	44112	216-541-5880	216-541-5881
6230	BMA MESA JV	1525 N GILBERT RD		GILBERT	AZ	85234	480-497-1127	480-497-4559
6231	BMA ARCADIA - JV	2702 N 44TH ST	SUITE 107 B	PHOENIX	AZ	85008	602-955-7475	602-957-8232
6232	BMA CENTRAL PHOENIX - JV	3421 N 7TH AVE		PHOENIX	AZ	85013	602-274-2293	602-274-0127
6233	BMA SOUTH MOUNTAIN - JV	26 E BASELINE RD	STE 142	PHOENIX	AZ	85042	602-268-8158	602-268-8312
6234	BMA SOUTH PHOENIX JV	1021 S 7TH AVE		PHOENIX	AZ	85007	602-253-1954	602-253-1958
6235	SALT RIVER JV	10301 E OSBORN RD		SCOTTSDALE	AZ	85256	480-362-1044	480-362-1049
6236	AHWATUKEE JV	15930 SOUTH 48TH STREET, STE 100		PHOENIX	AZ	85048	480-785-2270	480-785-7199
6237	RED MOUNTAIN JV	1211 N COUNTRY CLUB DR		MESA	AZ	85201	480-833-7440	480-833-7764
6238	EAST VALLEY JV	135 S POWER RD		MESA	AZ	85206	480-985-4911	480-832-1609
6239	CHANDLER JV	912 W CHANDLER BLVD		CHANDLER	AZ	85225	480-821-9801	480-821-7879
6240	HOME DIALYSIS MESA JV	1337 S GILBERT RD		MESA	AZ	85204	480-926-9222	480-926-9520
6241	TEMPE JV	1449 W SOUTHERN AVE		TEMPE	AZ	85282	480-967-6360	480-967-6184
6242	APACHE JUNCTION JV	11540 E UNIVERSITY DR		APACHE JUNCTION	AZ	85120	480-357-5572	480-357-0677
6243	BMA ARROWHEAD JV	16844 N 59TH AVE		GLENDALE	AZ	85306	602-439-8200	602-439-8600
6244	BMA PHOENIX JV	13090 N 94TH DR		PEORIA	AZ	85381	623-972-8154	623-974-5851
6245	BMA GLENDALE JV	5957 W NORTHERN AVE		GLENDALE	AZ	85301	623-435-1155	623-435-1883
6246	NORTH PHOENIX HOME JV	1957 W DUNLAP AVE		PHOENIX	AZ	85021	602-870-9077	602-997-1805
6247	BMA NORTH PHOENIX JV	1957 W DUNLAP AVE	STE 7	PHOENIX	AZ	85021	602-943-1763	602-943-7088
6248	THUNDERBIRD JV	5750 W THUNDERBIRD RD		GLENDALE	AZ	85306	602-439-9502	602-439-8648
6249	SUN CITY - JV	10050 W BELL RD	STE 29	SUN CITY	AZ	85351	623-815-1770	623-815-1775
6250	BMA DESERT VALLEY JV	15846 N CAVE CREEK RD		PHOENIX	AZ	85032	602-971-4555	602-971-4160
6251	NORTH SCOTTSDALE JV	16101 N 82ND ST		SCOTTSDALE	AZ	85260	480-607-2953	480-607-2921
6252	DEER VALLEY JV	21241 N 23RD AVE		PHOENIX	AZ	85027	623-869-6089	623-869-6717
6254	GRANITE VALLEY JV	14510 W SHUMWAY DR		SUN CITY WEST	AZ	85375	623-546-2718	623-546-2827
6255	SCOTTSDALE JV	1495 N HAYDEN RD	SUITE D1 - D4	SCOTTSDALE	AZ	85257	480-949-7844	480-949-8265
6256	WINSLOW DIALYSIS JV	1313 E THIRD ST		WINSLOW	AZ	86047	928-289-1003	928-289-2849
6257	WHITERIVER - JV	MP 342 102 HOSPITAL DRIVE		WHITERIVER	AZ	85941	928-338-1498	928-338-4200
6258	GLOBE JV	2250 HIGHWAY 60		MIAMI	AZ	85539	928-425-2624	928-425-8318
6259	SAFFORD JV	1250 S 20TH AVE		SAFFORD	AZ	85546	928-428-1400	928-348-4273
6260	SHOW LOW JV	1500 S WHITE MOUNTAIN RD		SHOW LOW	AZ	85901	928-532-8430	928-532-8240
6261	SAN CARLOS JV	US HIGHWAY 70 SRT 170		PERIDOT	AZ	85542	928-475-5987	928-475-5708
6262	BULLHEAD CITY JV	2650 MIRACLE MILE		BULLHEAD CITY	AZ	86442	928-763-5550	928-763-5588
6263	BMA PARKER JV	PO BOX 3103		PARKER	AZ	85344	928-669-9838	928-669-8651

6264 BMA FLAGSTAFF JV	5200 E CORTLAND BLVD	SUITE A1 - A4	FLAGSTAFF	AZ	86004	928-527-4990	928-527-4986
6265 PRESCOTT VALLEY JV	3605 RANCH DR		PRESCOTT	AZ	86303	928-443-9626	928-443-9629
6266 LAKE HAVASU JV	2145 MESQUITE AVE		LAKE HAVASU CITY	AZ	86403	928-680-4748	928-680-4150
6267 NORTHWEST TUCSON DIALYSIS JV	6261 N LA CHOLLA BLVD		TUCSON	AZ	85741	520-297-1490	520-219-8966
6269 CASA GRANDE JV	695 E COTTONWOOD LN		CASA GRANDE	AZ	85122	520-836-2566	520-836-2808
6270 SUN LAKES JV	9666 E RIGGS RD	STE 143	SUN LAKES	AZ	85248	480-883-1301	480-883-1308
6271 AK-CHIN JV	16536 N MARICOPA RD	PO BOX 616	MARICOPA	AZ	85139	520-568-3120	520-568-3150
6272 MAMMOTH JV	14786 STATE HIGHWAY 77		MAMMOTH	AZ	85618	520-487-0150	520-487-0156
6273 SOUTHEAST VALLEY JV	22715 S ELLSWORTH RD		QUEEN CREEK	AZ	85142	480-677-2463	480-677-2453
6274 SAN TAN - JV	300 W HIGHWAY 287		FLORENCE	AZ	85132	520-868-1144	520-868-5983
6275 BMA SUN CITY JV	12213 W BELL RD		SURPRISE	AZ	85378	623-583-8865	623-583-8970
6276 BMA ESTRELLA JV	5546 W ROOSEVELT ST		PHOENIX	AZ	85043	602-352-0724	602-352-1014
6277 PALM VALLEY JV	13657 W MCDOWELL RD		GOODYEAR	AZ	85395	623-536-1096	623-526-1143
6278 AVONDALE JV	10750 W MCDOWELL RD		AVONDALE	AZ	85392	623-643-9334	623-643-9332
6279 MARYVALE JV	4502 W INDIAN SCHOOL RD		PHOENIX	AZ	85031	623-247-0695	623-247-2040
6280 GOODYEAR AZ JV	500 N BULLARD AVE		GOODYEAR	AZ	85338	623-925-8955	623-925-8959
6282 NEVADA FIRE MESA HOME	2450 FIRE MESA ST		LAS VEGAS	NV	89128	702-384-2242	702-384-2262
6283 BUENA CREEK HOME	950 HACIENDA DR		VISTA	CA	92081	760-631-7903	760-631-7907
6284 THUNDERBIRD JV HOME	5750 W THUNDERBIRD RD		GLENDALE	AZ	85306	602-439-1123	602-439-1754
6289 MYRTLE BEACH DIALYSIS SC	4592 OLEANDER DR		MYRTLE BEACH	SC	29577	843-839-4273	843-839-4370
6291 SEVIERVILLE TN	1210 FOX MEADOWS BLVD		SEVIERVILLE	TN	37862	865-774-0426	865-774-0435
6292 DESERT INN	1750 E DESERT INN RD		LAS VEGAS	NV	89169	702-735-5477	702-796-7604
6299 USA JAGUAR	575 STANTON RD	STE B	MOBILE	AL	36617	251-476-0502	251-476-0503
6300 NORTHWEST LAS VEGAS (NEW)	3150 N TENAYA WAY		LAS VEGAS	NV	89128	702-233-8801	702-228-6477
6301 SOUTH PECOS	6330 S PECOS RD	STE 110	LAS VEGAS	NV	89120	702-433-3079	702-433-5254
6302 COON RAPIDS MN	3465 NORTHDALE BLVD NW		COON RAPIDS	MN	55448	763-862-6088	763-862-8325
6303 CADILLAC	203 PALUSTER ST		CADILLAC	MI	49601	231-779-8917	231-779-8932
6304 BIG RAPIDS	14307 NORTHLAND DR		BIG RAPIDS	MI	49307	231-527-1622	231-527-1644
6305 MANISTEE	1293 E PARKDALE AVE		MANISTEE	MI	49660	231-398-1790	231-398-1795
6306 BALDWIN	1101 WASHINGTON ST		BALDWIN	MI	49304	231-745-2020	231-745-2022
6307 INLAND OC APHERESIS	7927 OSTROW ST	STE B	SAN DIEGO	CA	92111	858-694-0992	858-694-8177
6311 TRI CITY	734 N ALAMO RD		ALAMO	TX	78516	956-783-5628	956-783-5433
6316 BULLHEAD CITY ACUTES	967 HANCOCK RD		BULLHEAD CITY	AZ	86442	928-758-7401	928-758-7470
6317 LAKE HAVASU ACUTES	1761 MCCULLOCH BLVD N		LAKE HAVASU CITY	AZ	86403	928-680-4748	928-690-4150
6318 PHOENIX METRO ACUTES	4602 E ELWOOD ST		PHOENIX	AZ	85040	480-967-7706	480-967-8273
6320 ALEXANDER CITY	3368 HIGHWAY 280		ALEXANDER CITY	AL	35010	256-329-0638	256-329-8934
6321 VALLEY CREEK	201 LINCOLN LN		SELMA	AL	36701	334-875-5436	334-872-8547
6322 IRON MOUNTAIN	1711 S STEPHENSON AVE	STE 130	IRON MOUNTAIN	MI	49801	906-776-1393	906-776-9026
6324 NEVADA ACUTES BMAN	3565 E POST RD		LAS VEGAS	NV	89120	702-451-1533	702-451-5102
6330 CAMP HILL PA	240 GRANDVIEW AVE	STE 200	CAMP HILL	PA	17011	717-737-7800	717-737-7818
6334 SALINA	700 E IRON AVE		SALINA	KS	67401	785-823-6416	785-823-1595
6335 CONCORDIA	1100 HIGHLAND DR		CONCORDIA	KS	66901	785-243-6132	785-243-1831
6336 JUNCTION CITY	1106 SAINT MARYS RD	STE 106	JUNCTION CITY	KS	66441	785-238-3213	785-238-3215
6338 LONGVIEW	5616 OCEAN BEACH HWY		LONGVIEW	WA	98632	360-425-2460	360-425-2457
6344 GARDEN CITY	27201 W WARREN ST		DEARBORN HEIGHTS	MI	48127	313-274-5568	313-274-5701
6345 SHELDON CORNERS	6064 N SHELDON RD		CANTON	MI	48187	734-207-6219	734-207-6247
6346 BOYNTON BEACH GULF STREAM	3925 W BOYNTON BEACH BLVD	STE 110	BOYNTON BEACH	FL	33436	561-740-4025	561-740-4027
6347 ATLANTIS	5503 S CONGRESS AVE	STE 101	ATLANTIS	FL	33462	561-967-0633	561-967-0422
6355 SAFFORD HOME - JV	1250 S 20TH AVE		SAFFORD	AZ	85546	928-428-1400	928-428-1478
6357 SEBRING FL INPATIENT SERVICES							
6362 BRADENTON FL INPATIENT SERVICES	PO BOX 1398		MELROSE PARK	IL	60161	708-343-1946	708-343-5921

6363	SILVER SPRING	12120 PLUM ORCHARD DR		SILVER SPRING	MD	20904	301-572-2484	301-572-2537
6365	LAWRENCEBURG	1311 S LOCUST AVE		LAWRENCEBURG	TN	38464	931-762-7194	931-762-7196
6369	NE DADE FL INPATIENT SERVICES	14307 NORTHLAND DR		BIG RAPIDS	MI	49307	231-527-1622	231-527-1644
6372	HAEMO-STAT SOUTH	7927 OSTROW ST	STE B	SAN DIEGO	CA	92111	858-694-0992	858-694-8177
6374	PORT ST. LUCIE FL INPATIENT SERVICES							
6377	MOUNTAIN VISTA ACUTE	4602 E ELWOOD ST		PHOENIX	AZ	85040	480-967-7706	480-967-8273
6379	VIEQUES	CDT SUSANA CENTENO	ROAD 997, KM 0.1, DES1	VIEQUES	PR	765	787-968-0000	787-968-0001
6381	SOUTH MIAMI FL INPATIENT SERVICES	7840 ROSWELL RD	BLDG. 200,SUITE 210	ATLANTA	GA	30350	770-604-9055	770-604-4026
6382	CAMDEN JV	7 HAILE LN		CAMDEN	SC	29020	803-425-9000	803-425-9111
6383	COLUMBIA JV	2125 ADAMS GRV		COLUMBIA	SC	29203	803-779-7511	803-733-1771
6384	SOUTH COLUMBIA JV	2139 ADAMS GRV		COLUMBIA	SC	29203	803-779-4073	803-254-0825
6385	SE COLUMBIA JV	1840 PINEVIEW DR		COLUMBIA	SC	29209	803-695-3628	803-694-3633
6386	COLUMBIA ACUTE JV	5 RICHLAND MEDICAL PARK DR	7TH FLOOR WEST HOSPI	COLUMBIA	SC	29203	803-434-6146	803-434-2771
6387	IRMO JV	1012 LYKES LN		IRMO	SC	29063	803-749-7088	803-749-7477
6388	LUGOFF ELGIN JV	909 CAROLINA DR		LUGOFF	SC	29078	803-438-0905	803-438-8971
6390	LEXINGTON JV	131 WHISPERING WINDS DR		LEXINGTON	SC	29072	803-358-0145	803-358-0149
6391	NEWBERRY JV	2041 MEDICAL PARK DR		NEWBERRY	SC	29108	803-276-2860	803-276-8150
6392	MIDTOWN JV	1301 TAYLOR ST		COLUMBIA	SC	29201	803-771-0107	803-771-0960
6393	WEST COLUMBIA JV	105 SUM MOR DR		WEST COLUMBIA	SC	29169	803-733-1764	803-733-1767
6394	MEADOWLAKE JV	7631 WILSON BLVD		COLUMBIA	SC	29203	803-754-7377	803-754-7370
6395	FAIRFIELD COUNTY JV	1126 US HIGHWAY 321 BUS S		WINNSBORO	SC	29180	803-712-6732	803-712-6742
6396	BATESBURG LEESVILLE JV	303 VILLAGE SQUARE DR		LEESVILLE	SC	29070	803-604-8002	803-604-8003
6398	CARO	95 ELMDOR DR		CARO	MI	48723	989-673-2045	989-673-2046
6399	GULL ROAD	5010 GULL RD		KALAMAZOO	MI	49048	269-382-3012	269-382-3014
6402	FOLEY	230 E FERN AVE		FOLEY	AL	36535	251-943-1500	251-943-5501
6403	THE GLADES	16740 SW 88TH ST		MIAMI	FL	33196	305-387-2667	305-387-2668
6404	GREENBRIER COUNTY	1215 MAPLEWOOD AVE		LEWISBURG	WV	24901	304-645-4634	304-645-4762
6405	MASONIC HOME	3501 MOYERS CIRCLE STE 200		MASONIC HOME	KY	40041	502-721-1083	502-721-1084
6407	WINCHESTER DIALYSIS	1145 W LEXINGTON AVE	1ST FLOOR	WINCHESTER	KY	40391	859-744-0750	859-744-0751
6408	MAYWOOD PARK - JV	11909 NE GLENN WIDING DR		PORTLAND	OR	97220	503-255-3464	503-254-6160
6409	NOBLE WOODS - JV	5333 W BASELINE RD		HILLSBORO	OR	97123	503-615-2161	503-615-2225
6410	HILLTOP DIALYSIS - JV	328 WARNER MILNE RD		OREGON CITY	OR	97045	503-650-2357	503-650-2419
6411	WEST SALEM	1060 2ND ST NW		SALEM	OR	97304	503-763-3257	503-763-3585
6412	BELZONI	16451 US HIGHWAY 49		BELZONI	MS	39038	662-247-2255	662-247-2251
6413	ROCKDALE KIDNEY CENTER	300 JOSIE LN		ROCKDALE	TX	76567	512-446-5400	512-446-5406
6420	EAST BROWARD FL INPATIENT SERVICES	784 HOWARD AVE		BILOXI	MS	39530	228-436-9819	228-432-1744
6421	SMKC BILOXI HOME	784 HOWARD AVE		BILOXI	MS	39530	228-436-9204	228-374-7602
6422	MUNCIE	4021 W KILGORE AVE		MUNCIE	IN	47304	765-284-3049	765-284-3057
6423	TAKOMA PARK	6495 NEW HAMPSHIRE AVE		HYATTSVILLE	MD	20783	301-559-1040	301-559-1061
6438	SCHOLLS FERRY - JV	10300 SW NIMBUS AVE	STE PA	PORTLAND	OR	97223	503-443-4909	503-443-4957
6441	PALM BEACH FL INPATIENT SERVICES							
6443	PUNTA GORDA FL INPATIENT SERVICES	1010 LAKELAND SQUARE EXT		FLOWOOD	MS	39232	601-939-4818	601-939-5283
6445	KINGMAN DIALYSIS - JV	1739 E BEVERLY AVE		KINGMAN	AZ	86409	928-681-4300	928-681-4305
6446	NORTH FMC HOUMA	144 WAR HORSE PL		HOUMA	LA	70360	985-876-6304	985-876-6305
6447	MONTEVALLO	3883 HIGHWAY 25		MONTEVALLO	AL	35115	205-665-4440	205-665-4460
6452	FRESENIUS MEDICAL CARE SILVER DIALYSIS CHERRY HILL	1417 BRACE RD		CHERRY HILL	NJ	8034	856-216-8463	856-216-8474
6456	CENTRAL LAKE CHARLES	2309 RYAN ST		LAKE CHARLES	LA	70601	337-436-5406	337-436-5838
6468	SANTA JUANITA	URB. SANTA JUANITA	CALLE 30 200 CALLE ESP	BAYAMON	PR	956	787-523-1417	787-523-1438
6470	PALOUSE	723 S MAIN ST		MOSCOW	ID	83843	208-882-1817	208-882-1879
6472	LINDEN NJ - JV	630 W SAINT GEORGES AVE		LINDEN	NJ	7036	908-925-5161	908-925-5197
6473	WACONIA	560 S MAPLE ST	STE 6	WACONIA	MN	55387	952-442-4605	952-442-5902

6475	WEST DADE FL INPATIENT SERVICES						910-592-0333	
6495	FRESENIUS MEDICAL CARE TAYLOR	22970 NORTHLINE RD.	SUITE 100	TAYLOR	MI	48180	734-287-6585	734-287-6647
6496	CAROLINA DIALYSIS - LEE COUNTY	115 WILSON RD		SANFORD	NC	27332	919-414-0551	
6497	BOZEMAN	931 HIGHLAND BLVD	STE 3105	BOZEMAN	MT	59715	406-522-9849	-522-9853;406-585-5
6498	MARQUETTE	580 W COLLEGE AVE	2ND FLOOR - HEMODIAI	MARQUETTE	MI	49855	906-225-3266	906-225-4963
6606	TAMARAC - JV	7059 NW 88TH AVE		TAMARAC	FL	33321	954-721-0093	954-721-3817
6608	EAST COUNTY HOME - JV	570 N 2ND ST		EL CAJON	CA	92021	619-588-9998	619-588-1739
6616	VAN NUYS - JV	14812 OXNARD ST		VAN NUYS	CA	91411	818-781-7888	818-781-7885
6617	YUMA	745 SOUTH RIO VISTA DR		YUMA	AZ	85365	928-782-3815	928-782-8007
6618	WEST BEXAR	803 CASTROVILLE RD	STE 410	SAN ANTONIO	TX	78237	210-435-2100	210-431-0031
6623	HOUSTON ACUTES - SOUTHEAST							
6624	HOUSTON ACUTES - SOUTHWEST							
6625	TRI-CITIES ACUTE	100 TECHNOLOGY LN		JOHNSON CITY	TN	37604	423-929-7181	423-929-2548
6626	HUNTINGTON AREA ACUTES	16 ACME ST		MARIETTA	OH	45750	740-376-0045	740-376-0238
6627	MORGANTOWN AREA ACUTES	31 LANDING LN		FAIRMONT	WV	26554	304-363-3644	304-363-0343
6628	BECKLEY AREA ACUTES	1737 HARPER RD		BECKLEY	WV	25801	304-682-5371	304-682-5386
6631	HAMPTON ACUTES	6320 N CENTER DR	STE 140	NORFOLK	VA	23502	757-466-9446	757-747-2779
6632	FREDERICKSBURG ACUTES	230 FREDERICKSBURG CENTER PARKWAY		FREDERICKSBURG	VA	22401	540-371-9531	540-371-4709
6633	ENC ACUTES	604 AIRPORT RD		KINSTON	NC	28504	252-522-5725	252-522-5073
6634	WEST END ACUTES	1501 SANTA ROSA RD		RICHMOND	VA	23229	804-288-5053	804-288-2216
6635	RAI VIRGINIA ACUTES	225 CHESAPEAKE AVE	NULL	NEWPORT NEWS	VA	23607	757-247-4080	757-247-4084
6636	SOUTH HILL ACUTES	201 E FERRELL ST	STE A	SOUTH HILL	VA	23970	434-447-4141	434-447-4140
6637	PADUCAH ACUTES	1530 LONE OAK RD		PADUCAH	KY	42003	270-443-0217	270-442-0295
6638	WEST KENTUCKY ACUTES	1020 WATERFALL CT		MADISONVILLE	KY	42431	270-825-3792	270-825-3793
6639	VIRGINIA BEACH HOME THERAPIES	933 FIRST COLONIAL RD	STE 105	VIRGINIA BEACH	VA	23454		
6640	CUMBERLAND ACUTES	119 TRADEPARK DR		SOMERSET	KY	42503	606-678-9811	606-678-2716
6641	BOWLING GREEN ACUTES	1834 LYDA AVE		BOWLING GREEN	KY	42104	270-782-1318	270-793-9558
6642	GREENSBORO AREA ACUTES	1200 N ELM ST		GREENSBORO	NC	27401	336-951-4000	336-951-4818
6643	HICKORY AREA ACUTES	301 10TH ST NW	STE A101	CONOVER	NC	28613	828-464-3830	828-464-3833
6644	NOVANT ACUTES	200 HAWTHORNE LN		CHARLOTTE	NC	28204	704-332-9206	704-782-0072
6645	ROCK HILL ACUTES	133 UNION ST S		CONCORD	NC	28025	704-332-9206	704-782-0072
6646	CHICAGO WEST SUBURBAN ACUTES	501 W LAKE ST	STE 207	ELMHURST	IL	60126		
6647	EAST KENTUCKY ACUTES	516 VILLAGE LN		HAZARD	KY	41701	606-439-3478	606-439-3479
6648	MARTINSBURG ACUTES	103 MARCLEY DR		MARTINSBURG	WV	25401	304-263-0964	304-267-3899
6649	HAGERSTOWN ACUTES	12931 OAK HILL AVE		HAGERSTOWN	MD	21742	301-797-2311	301-739-2770
6650	CENTRAL ACUTES	404 MCCLANAHAN ST SW		ROANOKE	VA	24014	540-342-1419	540-342-2524
6651	FARMVILLE ACUTES	1801 E 3RD ST		FARMVILLE	VA	23901	434-392-8846	434-392-7616
6652	SOUTHERN VA ACUTES	129 BROAD ST	STE C	DANVILLE	VA	24541	434-792-1436	434-797-2295
6653	MOUNTAIN EMPIRE ACUTES	160 SPRINGHAVEN DR		PRINCETON	WV	24740	304-487-3866	304-487-5890
6654	ABINGDON ACUTES	341 FALLS DR NW		ABINGDON	VA	24210	276-628-3380	276-676-3384
6655	DURHAM ACUTES	3516 TRICENTER BLVD		DURHAM	NC	27713	919-544-3451	919-544-5809
6656	TRI-COUNTIES - JV	817 S. 13TH ST		DECATUR	IN	46733	260-724-8303	260-724-7685
6657	GRANT COUNTY - JV	1797 W KEM RD		MARION	IN	46952	765-662-9792	765-662-9839
6658	WARSAW - JV	3334 LAKE CITY HWY		WARSAW	IN	46580	574-269-3553	574-269-6814
6659	HUNTINGTON - JV	2859 NORTHPARK AVE	STE 112	HUNTINGTON	IN	46750	260-355-0510	260-355-0520
6660	BRYAN - JV	537 W HIGH ST		BRYAN	OH	43506	419-636-0584	419-636-0479
6661	DEFIANCE - JV	1850 E 2ND ST	SUITES 1846 AND 1850	DEFIANCE	OH	43512	419-782-9090	419-782-3520
6662	DEKALB COUNTY - JV	1144 W 15TH ST		AUBURN	IN	46706	260-927-1309	260-927-1322
6663	PERU IN - JV	25 W 2ND ST		PERU	IN	46970	765-472-1531	765-472-1534
6667	COBB ACUTES	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
6668	GWINNETT ACUTES	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808

6669	NORTH FULTON ACUTES	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
6670	ANDERSON ACUTES	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
6671	TANNER ACUTES	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
6674	CENTRAL GA ACUTES	118 OSIGIAN BLVD		WARNER ROBINS	GA	31088	478-953-6556	478-953-7879
6675	LEHIGH ACUTES						610-435-6718	610-435-2556
6676	DOYLESTOWN ACUTES						215-488-7226	215-343-0483
6677	PACNW MULTI-CARE IN-PAT. ACUTE SVCS.	719 SLEATER KINNEY RD SE	STE 152	OLYMPIA	WA	98503		
6680	BROWARD INPATIENT SVCS.							
6700	ABILENE LONE STAR	349 S DANVILLE DR		ABILENE	TX	79605	325-691-0772	325-691-0774
6701	GAINESVILLE FL ACUTES	6541 SAINT JOHNS AVE		PALATKA	FL	32177	352-222-3031	352-328-2659
6704	ANNISTON AL INPATIENT SERVICES	400 E 10TH ST		ANNISTON	AL	36207	256-235-5366	256-231-8746
6705	NWA MEDICAL CENTER AL INPATIENT SERVICES						205-487-2876	205-487-7508
6706	PENN HILLS - JV	11624 KELEKET DR		PITTSBURGH	PA	15235	412-244-3931	412-244-3961
6707	OHIO VALLEY - JV	3 ROBINSON PLZ	STE 110	PITTSBURGH	PA	15205	412-494-6902	412-494-6909
6709	WESTERN PENNSYLVANIA	5124 LIBERTY AVE		PITTSBURGH	PA	15224	412-682-0205	412-682-3954
6710	SOUTH HILLS - JV	4651 LIBRARY RD		BETHEL PARK	PA	15102	412-835-1229	412-835-0350
6711	THREE RIVERS - JV	1401 FORBES AVE	STE 250	PITTSBURGH	PA	15219	412-281-8233	412-281-9723
6713	SHADYSIDE - JV	4925 BAUM BLVD		PITTSBURGH	PA	15213	412-687-2279	412-687-1912
6714	SHALER - JV	880 BUTLER ST	SHALER PLAZA	PITTSBURGH	PA	15223	412-782-3790	412-782-3791
6715	EAST HILLS - JV	10922 FRANKSTOWN RD		PITTSBURGH	PA	15235	412-731-3656	412-731-3790
6716	S FL HOME THERAPIES - JV	3508 N UNIVERSITY DR		SUNRISE	FL	33351	954-748-2251	954-748-7868
6717	FLORISSANT	577 HOWDERSHELL RD		FLORISSANT	MO	63031	314-831-2178	314-831-2059
6720	UAB WEST AL INPATIENT SERVICES	995 9TH AVE SW	S.W.	BESSEMER	AL	35022	205-481-7402	205-481-7356
6727	UNIVERSITY HOSPITAL ACUTES	1111 MEDICAL CENTER BLVD		MARRERO	LA	70072	504-348-1845	504-371-8109
6728	MOBILE ACUTES	2620 OLD SHELL RD		MOBILE	AL	36607	251-435-5466	251-435-5491
6730	WINYAH	2623 S FRASER ST		GEORGETOWN	SC	29440	843-546-6900	843-546-6904
6731	PEMBROKE	1327 HARRY WEST LN		PEMBROKE	NC	28372	910-522-7126	910-522-7127
6732	KSI HOCKING HILLS - JV	1550 SHERIDAN DR	STE 206	LANCASTER	OH	43130	740-689-0566	740-689-0366
6740	HIRAM - JV	3919 ATLANTA HWY		HIRAM	GA	30141	770-443-9048	770-445-6716
6742	OCEANA	1777 COOK PARKWAY		OCEANA	WV	24870	304-682-5371	304-682-5386
6743	IRONTON	158 N 2ND ST		IRONTON	OH	45638	740-532-3099	740-532-3202
6744	KING GEORGE	10344 INDIANTOWN RD		KING GEORGE	VA	22485	540-775-7279	540-775-7363
6745	SHAWANO	1509 S LINCOLN ST		SHAWANO	WI	54166	715-524-8038	715-524-8043
6747	WEST WILLOW	1444 W WILLOW ST		CHICAGO	IL	60642	773-772-4079	773-772-4680
6749	RENO COUNTY	1900 E 23RD AVE		HUTCHINSON	KS	67502	620-665-3172	620-665-1570
6750	SKYWAY DIALYSIS	783 NEW HIGHWAY 68		SWEETWATER	TN	37874	423-337-4534	423-337-4925
6754	HEALTHSOUTH REHAB AL INPATIENT SERVICES	3800 RIDGEWAY DR		BIRMINGHAM	AL	35209	205-868-2191	205-868-2196
6755	FRESENIUS MEDICAL CARE MACOMB	523 E GRANT ST		MACOMB	IL	61455	309-836-1662	309-836-1661
6757	TRADITION	1748 SW SAINT LUCIE WEST BLVD		PORT SAINT LUCIE	FL	34986	772-336-3793	772-336-3885
6758	MIDTOWN HIGHLAND,TN	4569 SUMMER AVE		MEMPHIS	TN	38122	901-767-0118	901-767-0117
6760	MILLINGTON	7840 CHURCH ST		MILLINGTON	TN	38053	901-873-0920	901-973-0921
6761	PRESCOTT VALLEY HOME JV	3605 RANCH DR		PRESCOTT	AZ	86303	928-443-9626	928-443-9629
6770	PRINCETON BAPTIST AL INPATIENT SERVICES	701 PRINCETON AVE SW	S.W.	BIRMINGHAM	AL	35211	205-783-3056	205-783-3944
6771	KAUFMAN	2213 OLD KEMP HWY		KAUFMAN	TX	75142	972-932-4846	972-932-4909
6773	ROSEBORO	100 E PLEASANT ST		ROSEBORO	NC	28382	910-525-0405	910-525-0251
6774	NORTH SARASOTA	8037 COOPER CREEK BLVD		UNIVERSITY PARK	FL	34201	941-351-1641	941-351-1649
6779	WADSWORTH	1160 WILLIAMS RESERVE BLVD		WADSWORTH	OH	44281	330-336-8070	330-336-8068
6782	WESLEY PEDIATRIC MANAGED	550 N HILLSIDE ST	BLDG 4 TOWER 6	WICHITA	KS	67214	316-962-2414	316-962-2490
6783	CONCORD - JV	508 CONTRA COSTA BLVD		PLEASANT HILL	CA	94523	925-798-8844	925-798-8648
6784	WALNUT CREEK - JV	365 LENNON LN	STE 160	WALNUT CREEK	CA	94598	925-947-4545	925-947-4547
6785	PITTSBURG - JV	2155 LOVERIDGE RD		PITTSBURG	CA	94565	925-439-8772	925-439-8777

6786	ANTIOCH - JV	2386 BUCHANAN RD		ANTIOCH	CA	94509	925-756-2490	925-756-2494
6787	BRENTWOOD PARK - JV	4510 OHARA AVE	STE B	BRENTWOOD	CA	94513	925-513-7135	925-513-7139
6790	BALBOA - IMPERIAL VALLEY HOME THERAPIES	2205 ROSS AVE	SUITE 3 AND 4	EL CENTRO	CA	92243	760-370-5790	760-370-5682
6792	NORTH SALISBURY	1314 BELMONT AVE	STE 304	SALISBURY	MD	21804	410-860-6650	410-860-4766
6798	EAST ANTIOCH	2163 COUNTRY HILLS DR		ANTIOCH	CA	94509	925-779-1254	925-779-1949
6800	LANIER HOSPITAL AL INPATIENT SERVICES	726 S FORT HOOD ST		KILLEEN	TX	76541	334-756-1805	334-756-4192
6801	RUSSELL MEDICAL AL INPATIENT SERVICES	1737 HARPER RD		BECKLEY	WV	25801	256-329-0638	256-329-8934
6802	NOLAND TUSCALOOSA AL INPATIENT SERVICES	5170 US ROUTE 60		HUNTINGTON	WV	25705	205-759-7241	205-759-7242
6803	J. ROBERT PRITCHARD DIALYSIS CENTER	1690 MEDICAL CENTER DRIVE	J. ROBERT PRITCHARD D	HUNTINGTON	WV	25701	304-399-1290	304-399-1293
6804	MISSION HILLS JV	11550 INDIAN HILLS RD		MISSION HILLS	CA	91345	818-898-1724	818-365-8348
6805	HARSTON HALL	350 HAWS LN		FLOURTOWN	PA	19031	215-233-0181	215-233-0919
6806	NORTH RIO RANCHO - JV	7555 ENCHANTED HILLS BLVD NE		RIO RANCHO	NM	87144	505-771-0316	505-771-3045
6808	FRESENIUS MEDICAL CARE LEBANON MARION COUNTY	703 E MAIN ST	UNIT 2	LEBANON	KY	40033	270-692-1558	270-692-1559
6810	DEERFIELD	405 LAKE COOK RD		DEERFIELD	IL	60015	847-559-0374	847-559-0369
6813	DETROIT ACUTE NORTH	3210 TRI PARK DR		GRAND BLANC	MI	48439	810-606-0640	810-606-0650
6817	ST. VINCENTS AL INPATIENT SERVICES	810 SAINT VINCENTS DR		BIRMINGHAM	AL	35205	205-930-2282	205-930-2043
6818	HILTON HEAD ACUTES	25 HOSPITAL CENTER BLVD	STE 108	HILTON HEAD	SC	29926	843-689-8272	843-681-5842
6831	BALBOA-SOUTH BAY HOME THERAPIES	340 4TH AVE	STE 18	CHULA VISTA	CA	91910	619-420-1798	619-420-1696
6840	WEST JERSEY ACUTES	1962 N OLDEN AVENUE EXT		EWING	NJ	8618	609-394-4000	
6842	TAYLOR ROAD	100 MITYLENE PARK LN		MONTGOMERY	AL	36117	334-274-4300	334-274-4301
6843	MOUNT MORIAH	6490 MOUNT MORIAH ROAD EXT	STE 102	MEMPHIS	TN	38115	901-547-6401	901-547-6402
6844	PUEBLO WEST	73 N ASPEN SKI WAY		PUEBLO WEST	CO	81007	719-547-3888	719-547-3353
6845	SOUTH PRICE	64 S PRICE RD	STE B	BROWNSVILLE	TX	78521	956-544-0711	956-544-0713
6848	GOOCHLAND - JV	2913 RIVER RD W	STE K	GOOCHLAND	VA	23063	804-556-5130	804-556-5131
6852	WESTERN HARTFORD	725 PARK AVE		BLOOMFIELD	CT	6002	860-726-0099	860-726-0110
6853	CHIEFLAND	631 NW 21ST AVE		CHIEFLAND	FL	32626	352-493-1587	352-493-1498
6856	MT. MORIAH HOME	6490 MOUNT MORIAH ROAD EXT	STE 201	MEMPHIS	TN	38115	901-366-2168	901-366-2169
6859	NX STAGE - ST. RAPHAEL / NORTH HAVEN	266 STATE ST		NORTH HAVEN	CT	6473	203-230-1946	203-315-4936
6865	NORTH MONROE	2344 STERLINGTON RD		MONROE	LA	71203	318-699-0001	318-699-0005
6866	WEST MONROE	401 THOMAS RD		WEST MONROE	LA	71292	318-387-3188	318-387-3191
6867	UNION PARISH	1012 STERLINGTON HWY		FARMERVILLE	LA	71241	318-368-1071	318-368-1314
6868	CORAL SPRINGS	850 RIVERSIDE DR		CORAL SPRINGS	FL	33071	954-340-3353	954-340-3354
6880	MOREHOUSE PARISH DIALYSIS CENTER	530 DURHAM ST		BASTROP	LA	71220	318-281-3725	318-281-3727
6881	RICHLAND PARISH	230 HIGHWAY 3048		RAYVILLE	LA	71269	318-728-9801	318-728-9804
6883	BAKERSFIELD NORTHEAST	3201 MALL VIEW RD		BAKERSFIELD	CA	93306	661-873-7918	661-873-7930
6884	WATAUGA COUNTY	337 DEERFIELD RD		BOONE	NC	28607	828-268-7502	828-268-7505
6885	KEARNY MESA - JV	7927 OSTROW ST	STE A	SAN DIEGO	CA	92111	858-571-0232	858-571-0939
6886	SAN DIEGO DS HOME - JV	7907 OSTROW ST	STE B	SAN DIEGO	CA	92111	858-571-0428	858-571-8467
6888	GREATER CAPE FEAR ACUTES	1315 AVON ST		FAYETTEVILLE	NC	28304	910-584-7217	910-484-1312
6889	GREATER PEE DEE ACUTES	1520 FREEDOM BLVD		FLORENCE	SC	29505	843-624-5595	843-292-9051
6890	GREATER MYRTLE BEACH ACUTES	3827 BELL ST		LORIS	SC	29569	843-877-1503	843-756-0027
6891	GREATER RALEIGH ACUTES	3604 BUSH ST		RALEIGH	NC	27609	919-218-7106	919-875-1594
6892	WRCG MILWAUKEE	200 W PLEASANT ST		MILWAUKEE	WI	53212	414-265-5700	414-265-5701
6895	GREENWAY KIDNEY CENTER	5940 CROSSLAKE PKWY		WACO	TX	76712	254-666-8826	254-666-2926
6910	GREATER LOUISVILLE ACUTES	720 E BROADWAY		LOUISVILLE	KY	40202	502-589-1400	502-589-7319
6911	MIAMI ACUTES	4259 SW 72ND AVE		MIAMI	FL	33155	305-669-0102	305-669-0980
6912	TRINITY	1400 LINDBERG DR	S. 101	SLIDELL	LA	70458	985-643-6753	985-643-6754
6913	FRESENIUS MEDICAL CARE MARINA BAY	630 BAY BLVD	STE 101	CHULA VISTA	CA	91910	619-420-6725	619-420-6736
6914	SANDWICH JV	1310 N MAIN ST	STE 105	SANDWICH	IL	60548	815-786-8470	815-786-8647
6916	EDISON DIALYSIS CENTER	2 OLSEN AVE		EDISON	NJ	8820	732-549-3286	732-906-5420
6919	WINSLOW TOWNSHIP	510 WILLIAMSTOWN RD		SICKLERVILLE	NJ	8081	856-728-2811	856-728-2911

6921	DIALYSIS OF GOLDEN ISLES	475 GATEWAY CENTER BLVD		BRUNSWICK	GA	31525	912-265-0533	912-265-1752
6927	BOTSFORD PARK	28425 8 MILE RD		LIVONIA	MI	48152	248-427-0089	248-427-0790
6931	COOK INLET AK - HOME THERAPIES	9085 BLACKBERRY ST		ANCHORAGE	AK	99502	907-868-1779	907-868-2997
6932	STEGER	219 E 34TH ST		STEGER	IL	60475	708-754-3770	708-754-3785
6933	HENDERSONVILLE	230 NEW SHACKLE ISLAND RD	STE 200	HENDERSONVILLE	TN	37075	615-826-5848	615-826-5224
6934	GILBERT	3511 S MERCY RD		GILBERT	AZ	85297	480-857-8338	480-857-2234
6942	CEDAR BLUFF	431 N PARK 40 BLVD		KNOXVILLE	TN	37923	865-690-7517	865-690-7518
6944	TRIGG COUNTY	2484 MAIN ST		CADIZ	KY	42211	270-522-0170	270-522-0171
6951	NEPHROLOGY INC. - BLACKTHORN	6201 NIMTZ PKWY		SOUTH BEND	IN	46628	574-246-7000	574-246-7007
6952	NEPHROLOGY INC. - ELKHART	700 WATERBURY PARK DR		ELKHART	IN	46517	574-294-4444	574-295-7400
6953	NEPHROLOGY INC. - LAPORTE	2910 MONROE ST		LAPORTE	IN	46350	219-324-0944	219-325-3015
6954	NEPHROLOGY INC. - MISHAWAKA	710 PARK PL		MISHAWAKA	IN	46545	574-273-6776	574-273-6757
6955	NEPHROLOGY INC. - PLYMOUTH	2855 MILLER DR	STE 209	PLYMOUTH	IN	46563	574-936-2754	574-936-3105
6956	NEPHROLOGY INC. - GOSHEN	2257 KARISA DR		GOSHEN	IN	46526	574-533-9031	574-535-1089
6957	CHARLESTON COUNTY	901 VON KOLNITZ RD	STE 102	MOUNT PLEASANT	SC	29464	843-881-4842	843-881-4843
6959	CENTRAL ASHLAND	424 RIVER HILL DR		ASHLAND	KY	41101	606-329-0363	606-329-0364
6962	LAKE CLARKE SHORES	3047 FOREST HILL BLVD		WEST PALM BEACH	FL	33406	561-641-9611	561-641-9612
6967	FOXRUN	2520 WRANGLE HILL RD		BEAR	DE	19701	302-836-6093	302-836-6094
6969	COLUMBIA HOME	121 PARK CENTRAL DR		COLUMBIA	SC	29203	803-799-1266	803-779-1292
6970	CHESAPEAKE JV	517 3RD AVE		CHESAPEAKE	OH	45619	740-867-4471	740-867-4641
6972	PANORAMA	822 S MAIN ST		DEER PARK	WA	99006	509-276-7338	509-276-7443
6973	FORT VANCOUVER HOME	312 SE STONE MILL DR	STE 150	VANCOUVER	WA	98684	360-254-7076	360-254-8289
6974	CENTENNIAL NV - JV	7465 W AZURE DR		LAS VEGAS	NV	89130	702-395-2602	702-656-1503
6975	NORTH GEORGIA ACUTE	1277 KENNESTONE CIR		MARIETTA	GA	30066	678-594-7526	770-218-3808
6983	HARDIN COUNTY - JV	1324 WOODLAND DR	STE B	ELIZABETHTOWN	KY	42701	270-763-0396	270-763-0398
6984	NEPHROLOGY INC. - HOME	250 E DAY RD	STE 300	MISHAWAKA	IN	46545	574-273-6777	574-968-7207
6985	ACUTE DAY ROAD	5215 HOLY CROSS PKWY	6TH FLOOR ACUTE DIAL'	MISHAWAKA	IN	46545	574-335-6145	574-335-6146
6988	NORTHWEST OKLAHOMA CITY	3107 NW 50TH ST		OKLAHOMA CITY	OK	73112	405-949-0237	405-948-5066
6992	NORTHEAST LAS VEGAS - JV	321 N NELLIS BLVD		LAS VEGAS	NV	89110	702-531-3558	702-531-3568
6994	SOUTHWEST FLORIDA DIALYSIS CENTER	520 MANATEE AVE E		BRADENTON	FL	34208	941-747-5500	941-748-7879
6995	PANAMA CITY	2100 HARRISON AVE		PANAMA CITY	FL	32405	850-522-5407	850-522-5408
6998	NALCO HOME PROGRAM	1591 WINCHESTER RD	STE 102	LEXINGTON	KY	40505	859-299-3379	859-299-3623
7000	BELLEAIR HOME THERAPIES	617 LAKEVIEW RD	STE C	CLEARWATER	FL	33756	727-441-2913	727-441-4291
7001	BELLEAIR DIALYSIS CENTER	617 LAKEVIEW RD	STE B	CLEARWATER	FL	33756	727-441-8590	727-441-8805
7003	GREATER HART-SUM ACUTES	615 W WESMARK BLVD		SUMTER	SC	29150	803-774-8778	803-774-8987
7004	NORTH ARNOULT	3030 N ARNOULT RD		METAIRIE	LA	70002	504-457-3498	504-457-3585
7006	FMS EASTVIEW	120 VICTOR HEIGHTS PKWY		VICTOR	NY	14564	585-742-1250	585-742-1951
7007	RIVERSIDE PARK	700 W LEA BLVD	RIVERSIDE MEDICAL ART	WILMINGTON	DE	19802	302-762-8585	302-762-8586
7008	NEWPORT PIKE	605 W NEWPORT PIKE		WILMINGTON	DE	19804	302-633-6228	302-633-6461
7009	ELKTON	216 S BRIDGE ST		ELKTON	MD	21921	410-620-3911	410-620-3910
7010	SOUTH DENVER ACUTES	723 DELAWARE ST	SUITE M 105	DENVER	CO	80204	303-825-1978	303-825-1212
7014	SANDY	37139 HIGHWAY 26		SANDY	OR	97055	503-826-1352	
7015	CARLE ACUTE	1405 W PARK ST		URBANA	IL	61801	217-383-3496	217-383-6100
7020	BERGEN RENAL CARE	647 CEDAR LN		TEANECK	NJ	7666	201-692-1113	201-692-1183
7022	BERGEN RENAL HOME	222 CEDAR LN		TEANECK	NJ	7666	201-692-1379	201-692-7776
7024	HARRIMAN	33 STATE ROUTE 17M	STE 1	HARRIMAN	NY	10926	845-781-7100	845-783-9551
7025	WEISS	255 LAFAYETTE AVE		SUFFERN	NY	10901	845-368-5094	845-368-5324
7026	VAN NUYS	14812 OXNARD ST		VAN NUYS	CA	91411	818-779-0372	818-779-0479
7027	AUGUSTA AREA ACUTES	1109 MEDICAL CENTER DR	C/O AUGUSTA DIALYSIS	AUGUSTA	GA	30909	706-860-2798	706-860-5160
7029	FORESTDALE	1004 FORESTDALE BLVD		BIRMINGHAM	AL	35214	205-798-8321	205-798-8322
7030	EAST JEFFERSON COUNTY	9540 PARKWAY E		BIRMINGHAM	AL	35215	205-838-2652	205-838-2653

7034 SALEM SOUTH - JV	2345 E PERSHING ST		SALEM	OH	44460	330-332-2958	330-332-2973
7037 APPALACHIAN ACUTES	1701 CENTRAL AVE		ASHLAND	KY	41101	606-324-0211	606-324-0189
7038 FAIRVIEW NJ - JV	155 BERGEN BLVD		FAIRVIEW	NJ	7022	201-941-6601	201-941-6605
7042 FMS ENDEAVOR JV	1675 SPARKMAN DR NW		HUNTSVILLE	AL	35816	256-722-0013	256-722-0402
7045 OVERBROOK	5911 LANCASTER AVE		PHILADELPHIA	PA	19151	215-452-0178	215-452-0179
7047 PLAINFIELD - JV	2320 MICHAS DR		PLAINFIELD	IL	60586	815-230-2267	815-230-2306
7048 COCONUT CREEK DIALYSIS - JV	2514 N STATE ROAD 7		MARGATE	FL	33063	954-977-7555	954-977-0068
7049 WICHITA FALLS - JV	1600 9TH ST		WICHITA FALLS	TX	76301	940-322-1450	940-322-1456
7051 HENDRICKS COUNTY - JV	1594 E MAIN ST		DANVILLE	IN	46122	317-718-0347	317-718-0350
7052 MORGAN COUNTY - JV	2084 HOSPITAL DR		MARTINSVILLE	IN	46151	765-349-9429	765-349-9632
7053 INDIANAPOLIS - JV	2480 N MERIDIAN ST		INDIANAPOLIS	IN	46208	317-923-4520	317-923-4537
7054 CIRCLE CITY - JV	1420 N SENATE AVE		INDIANAPOLIS	IN	46202	317-632-1273	317-632-1292
7074 ELGIN - JV	2130 POINT BLVD	STE 800	ELGIN	IL	60123	847-428-3690	847-428-3716
7077 BRANDYWINE VALLEY ACUTES	630 W GERMANTOWN PIKE	STE 100	PLYMOUTH MEETING	PA	19462	610-276-2018	610-834-5742
7078 ROANOKE-SALEM - JV	2021 APPERSON DR		SALEM	VA	24153	540-725-1796	540-725-3509
7079 NORTH ROANOKE - JV	1326 7TH ST NE		ROANOKE	VA	24012	540-344-6652	540-344-6658
7080 BEDFORD-BLUE RIDGE - JV	838 OLE TURNPIKE DR		BEDFORD	VA	24523	540-586-9777	540-586-6280
7081 CRYSTAL SPRING - JV	404 MCCLANAHAN ST SW		ROANOKE	VA	24014	540-342-5514	540-342-5592
7082 FRANKLIN COUNTY - JV	300 TECHNOLOGY DR		ROCKY MOUNT	VA	24151	540-484-7050	540-484-7047
7083 FRIENDSHIP MANOR - JV	331 HERSHBERGER RD		ROANOKE	VA	24012	540-561-0870	540-561-0872
7088 LE MARS MANAGED	1 1ST ST SW		LE MARS	IA	51031	712-541-6150	712-541-6155
7089 PAVILION DIALYSIS	723 DELAWARE ST	# M105	DENVER	CO	80204	303-623-2107	303-623-2548
7090 SOUTH NASHVILLE	5214 HICKORY HOLLOW PKWY		ANTIOCH	TN	37013	615-731-6368	615-731-6369
7097 ST. MICHAEL'S ACUTES	111 CENTRAL AVE		NEWARK	NJ	7102	973-877-5091	973-877-5652
7101 CHADBOURNE FAIRFIELD	490 CHADBOURNE RD	STE D	FAIRFIELD	CA	94534	707-434-9088	707-434-9101
7102 CERES AVE. CHICO	3011 CERES AVE	STE 125	CHICO	CA	95973	530-343-5279	530-893-3784
7103 TELEGRAPH PERALTA	2757 TELEGRAPH AVE		OAKLAND	CA	94612	510-835-0154	510-835-2036
7104 TELEGRAPH PIEDMONT	2710 TELEGRAPH AVE	STE 200	OAKLAND	CA	94612	510-286-9948	510-286-9914
7105 OCEAN AVE. SAN FRANCISCO	1738 OCEAN AVE		SAN FRANCISCO	CA	94112	415-406-1090	415-584-8705
7106 HAIGHT SAN FRANCISCO	1800 HAIGHT ST		SAN FRANCISCO	CA	94117	415-752-9886	415-752-1133
7107 CESAR CHAVEZ ST. SAN FRANCISCO	1750 CESAR CHAVEZ	STE A	SAN FRANCISCO	CA	94124	415-206-9775	415-206-9640
7108 EAST BAY - OAKLAND	2628 INTERNATIONAL BLVD	STE 100	OAKLAND	CA	94601	510-261-8219	510-534-7616
7109 CARE CENTERS OF OAKLAND	2710 TELEGRAPH AVE	#205	OAKLAND	CA	94612	510-452-8302	510-452-9376
7110 BOULDER DRIVE	1002 BOULDER DR		GRAY	GA	31032	478-986-3066	478-986-3114
7111 SECOND ST. - MACON	2525 2ND ST		MACON	GA	31206	478-738-0420	478-745-0460
7112 HEMLOCK ST. - MACON	657 HEMLOCK ST		MACON	GA	31201	478-742-8001	478-742-3608
7113 N. COLUMBIA - MILLEDGEVILLE	1310 N COLUMBIA ST		MILLEDGEVILLE	GA	31061	478-452-4018	478-452-4032
7114 FUNDERBURG DR. - MONTICELLO	1393 FUNDERBURG DR		MONTICELLO	GA	31064	706-468-1240	706-468-5300
7115 PATTERSON ST. - VALDOSTA	1115 S PATTERSON ST		VALDOSTA	GA	31601	229-244-6045	229-244-6291
7116 KINGS WAY - VALDOSTA	4358 KINGS WAY		VALDOSTA	GA	31602	229-244-6923	229-244-6958
7117 EAGLES LANDING - STOCKBRIDGE	500 EAGLES LANDING PKWY		STOCKBRIDGE	GA	30281	770-474-6068	770-507-1718
7119 MARY LYNN DR. - GEORGETOWN	98 MARY LYNN DR		GEORGETOWN	KY	40324	502-867-3855	502-867-4899
7120 LARUEL ROAD - LONDON	775 N LAUREL RD		LONDON	KY	40741	606-862-8888	606-862-8890
7122 JEFFERSON - PRINCETON	401 S JEFFERSON ST		PRINCETON	KY	42445	270-365-7588	270-365-7586
7123 J.A. RICHARDSON LOOP - ADA	324 NW J A RICHARDSON LOOP		ADA	OK	74820	580-421-9131	580-421-9135
7124 DOOLEY STREET - CROSSVILLE	121 DOOLEY ST		CROSSVILLE	TN	38555	931-484-4500	931-484-2130
7125 BEASLEY DR. - DICKSON	254 BEASLEY DR		DICKSON	TN	37055	615-441-8886	615-441-8620
7131 MAIN STREET - LEBANON	1701 W MAIN ST		LEBANON	TN	37087	615-449-5651	615-449-2748
7133 NORTH MAIN ST - BREESE	160 N MAIN ST		BREESE	IL	62230	618-526-7370	618-526-7871
7134 LINCOLN HWY - FAIRVIEW HEIGHTS	124 REGENCY PARK	STE 1	O FALLON	IL	62269	618-622-0634	618-622-0668
7135 CENTRE WEST SPRINGFIELD	1112 CENTRE WEST DR		SPRINGFIELD	IL	62704	217-787-3310	217-787-4762

7136 HAMACHER - WATERLOO	509 HAMACHER ST		WATERLOO	IL	62298	618-939-9003	618-939-9008
7137 AMES - OMAHA	5084 AMES AVE		OMAHA	NE	68104	402-451-7745	402-451-8090
7138 NORTH HEALTH WAY - FREMONT	2660 N HEALTHY WAY		FREMONT	NE	68025	402-721-1158	402-721-0324
7139 CENTER ST. - OMAHA	4411 CENTER ST	STE A	OMAHA	NE	68105	402-558-3284	402-558-3114
7141 PARALLEL PKWY - KANSAS CITY	6401 PARALLEL AVE		KANSAS CITY	KS	66102	913-299-1044	913-328-0597
7142 RAINBOW BLVD - WESTWOOD	4720 RAINBOW BLVD	STE 200	WESTWOOD	KS	66205	913-403-0441	913-403-0681
7143 LIBERTY ST. - FARMINGTON	1370 W LIBERTY ST		FARMINGTON	MO	63640	573-760-1030	573-760-1026
7144 ARMORY ST. - FREDERICKTOWN	105 ARMORY ST		FREDERICKTOWN	MO	63645	573-783-2089	573-783-7206
7145 CLAYTON ROAD - FRONTENAC	10435 CLAYTON RD		FRONTENAC	MO	63131	314-567-0645	314-989-0986
7146 HIGH ST. - POTOSI	828 E HIGH ST		POTOSI	MO	63664	573-436-8085	573-436-8092
7147 HAMPTON AVE. - SAINT LOUIS	2635 HAMPTON AVE		SAINT LOUIS	MO	63139	314-646-1717	314-646-0636
7148 SOUTH TOWNE SQUARE - SAINT LOUIS	11107 S TOWNE SQ		SAINT LOUIS	MO	63123	314-894-3400	314-894-1384
7149 HWY 431 - ROANOKE	4459 HIGHWAY 431		ROANOKE	AL	36274	334-863-8365	334-863-8364
7150 STONE AVE. - TALLADEGA	717 STONE AVE		TALLADEGA	AL	35160	256-362-4449	256-362-4443
7151 E. 11TH STREET - ANNISTON	522 E 11TH ST		ANNISTON	AL	36207	256-237-7566	256-231-2769
7152 HENRY ROAD - JACKSONVILLE	331 HENRY RD SW		JACKSONVILLE	AL	36265	256-435-3161	256-435-6121
7153 SNOW ST. - OXFORD	711 SNOW ST		OXFORD	AL	36203	256-835-5914	256-835-5016
7155 WILLIAMS ST. - HOGANSVILLE	1002 WILLIAMS ST		HOGANSVILLE	GA	30230	706-637-4028	706-637-4382
7156 OLD MILL ROAD - LAGRANGE	140 OLD MILL RD		LAGRANGE	GA	30241	706-884-6825	706-884-6851
7157 WERZ INDUSTRIAL - NEWNAN	101 WERZ INDUSTRIAL BLVD		NEWNAN	GA	30263	770-251-7896	770-251-4450
7158 WALNUT WAY - PALMETTO	500 WALNUT WAY		PALMETTO	GA	30268	770-463-1442	770-463-1337
7159 FAYETTEVILLE - GA	1240 HIGHWAY 54 W	STE 408	FAYETTEVILLE	GA	30214	770-460-0136	770-460-0163
7160 SECRET RAVINE PARKWAY ROSEVILLE	1451 SECRET RAVINE PKWY	BLD D, STE 130	ROSEVILLE	CA	95661	916-773-4000	916-773-7101
7161 ELK GROVE BLVD.	8139 ELK GROVE BLVD	STE 200	ELK GROVE	CA	95758	916-478-3520	916-478-3530
7162 WEST MARCH - STOCKTON	3115 W MARCH LN		STOCKTON	CA	95219	209-955-7527	209-955-7537
7163 NORTH CALIFORNIA STOCKTON	2350 N CALIFORNIA ST		STOCKTON	CA	95204	209-943-0854	209-943-0536
7164 HARDING ROSEVILLE	218 HARDING BLVD		ROSEVILLE	CA	95678	916-786-2728	916-786-7003
7165 MACK ROAD - SACRAMENTO	4660 MACK RD	STE 168	SACRAMENTO	CA	95823	916-394-9312	916-394-9318
7166 BANCROFT AVE. - OAKLAND	7200 BANCROFT AVE	STE 220	OAKLAND	CA	94605	510-553-1333	510-553-1311
7167 E. 14TH SAN LEANDRO	198 E 14TH ST		SAN LEANDRO	CA	94577	510-430-8311	510-430-8911
7168 FAIRWAY ROCKLIN	6000 FAIRWAY DR	STE 14	ROCKLIN	CA	95677	916-624-3871	916-624-3970
7169 STERLING PARKWAY - LINCOLN	811 STERLING PKWY	BLD 11	LINCOLN	CA	95648	916-434-5597	916-434-6435
7170 NEWHOPE FOUNTAIN VALLEY	17197 NEWHOPE ST	STE A	FOUNTAIN VALLEY	CA	92708	714-241-0196	714-241-1562
7171 HOSPITAL CIRCLE - WESTMINSTER	290 HOSPITAL CIR		WESTMINSTER	CA	92683	714-895-3698	714-895-0949
7172 EAST OLYMPIC - LOS ANGELES	5714 E OLYMPIC BLVD		COMMERCE	CA	90022	323-887-0841	323-887-8772
7173 EAST FIRST TUSTIN	535 E 1ST ST		TUSTIN	CA	92780	714-730-1428	714-730-7958
7174 HARBOR BLVD. - GARDEN GROVE	12761 HARBOR BLVD		GARDEN GROVE	CA	92840	714-539-3122	714-539-3922
7175 COMPTON - LOS ANGELES	11859 COMPTON AVE		LOS ANGELES	CA	90059	323-563-1140	323-566-5233
7176 GARDEN GROVE BLVD. - GARDEN GROVE	12555 GARDEN GROVE BLVD	STE 100	GARDEN GROVE	CA	92843	714-741-7255	714-741-2029
7177 FOUNTAIN VALLEY HOME	17197 NEWHOPE ST	STE E	FOUNTAIN VALLEY	CA	92708	714-435-0281	714-241-1562
7178 CENTINELA - INGLEWOOD	1416 CENTINELA AVE		INGLEWOOD	CA	90302	310-673-6865	310-673-0927
7179 LAGUNA CANYON - IRVINE	16255 LAGUNA CANYON RD		IRVINE	CA	92618	949-727-4495	949-727-7443
7180 GOLDENWEST - WESTMINSTER	15330 GOLDENWEST ST		WESTMINSTER	CA	92683	714-373-1543	714-892-9619
7181 SOUTH BRAND - SAN FERNANDO HOME PROGRAM	501 S BRAND BLVD	STE 1	SAN FERNANDO	CA	91340	818-365-5270	818-837-2634
7182 NORTH GAREY	150 E ARROW HWY		POMONA	CA	91767	909-593-5863	909-596-2480
7183 FOOTHILL BLVD - GLENDORA	120 W FOOTHILL BLVD		GLENDORA	CA	91741	626-335-7551	626-335-0962
7184 INDIAN COURT REDLANDS	1210 INDIANA CT		REDLANDS	CA	92374	909-792-8880	909-798-4154
7185 NORTH WATERMAN - SAN BERNARDINO	1500 N WATERMAN AVE		SAN BERNARDINO	CA	92404	909-381-1591	909-381-1591
7186 MISSION GORGE - SAN DIEGO	7007 MISSION GORGE RD		SAN DIEGO	CA	92120	619-229-1070	619-265-0409
7187 CORPORATE WAY - PALM DESERT	41501 CORPORATE WAY		PALM DESERT	CA	92260	760-346-7588	760-779-0670
7190 MONROE - INDIO	46767 MONROE ST	STE 101	INDIO	CA	92201	760-347-3986	760-347-8738

7191 NORTH RIVERSIDE - RIALTO	1850 N RIVERSIDE AVE	STE 150	RIALTO	CA	92376	909-879-1185	909-347-8738
7192 FLETCHER PARKWAY - EL CAJON	858 FLETCHER PKWY		EL CAJON	CA	92020	619-442-4122	619-442-4533
7193 COLTON - WEST C STREET	1275 W C ST		COLTON	CA	92324	909-430-0930	909-430-0934
7194 JUNIPER FONTANA	10557 JUNIPER AVE	STE A	FONTANA	CA	92337	909-854-4336	909-574-1582
7195 E. 6TH STREET - BEAUMONT	1536 E 6TH ST		BEAUMONT	CA	92223	951-769-5072	951-769-7512
7196 STARKEY LARGO	12505 STARKEY RD	STE B	LARGO	FL	33773	727-531-8227	727-539-0706
7197 DUPONT PUNTA GORDA	355 DUPONT ST		PUNTA GORDA	FL	33950	941-505-0777	941-505-0779
7198 SOUTH US HWY - 1 PORT ST. LUCIE	8661 S US HIGHWAY 1		PORT SAINT LUCIE	FL	34952	772-807-7229	772-807-7266
7199 OHIO AVE. - FORT PIERCE	2501 OHIO AVE		FORT PIERCE	FL	34947	772-465-6551	772-468-8254
7200 US 19 NORTH CLEARWATER / PALM HARBOR	29296 US HIGHWAY 19 N	STE 1	CLEARWATER	FL	33761	727-785-9036	727-772-8027
7201 LAKEVIEW CLEARWATER	1124 LAKEVIEW RD		CLEARWATER	FL	33756	727-461-5477	727-442-2494
7202 PATTERSON HAINES CITY	110 PATTERSON RD		HAINES CITY	FL	33844	863-422-0800	863-422-0323
7203 SR 60 - EAST LAKE WALES	1344 STATE ROAD 60 E		LAKE WALES	FL	33853	863-676-9510	863-678-3814
7205 SECURITY SQUARE - WINTER HAVEN	120 BATES AVE SW	STE 170	WINTER HAVEN	FL	33880	863-294-7887	863-291-0577
7206 COURTENAY-MERRITT ISLAND	245 S COURTENAY PKWY		MERRITT ISLAND	FL	32952	321-452-0020	312-453-4366
7209 WAYNE MEMORIAL GOLDSBORO	2403 WAYNE MEMORIAL DR		GOLDSBORO	NC	27534	919-734-0044	919-734-2441
7211 WEST COLLEGE WARSAW	213 W COLLEGE ST		WARSAW	NC	28398	910-293-9984	910-293-9988
7212 MAIN HWY - BAMBERG	2046 MAIN HWY		BAMBERG	SC	29003	803-245-1775	803-245-9390
7213 OLD STATE ROAD - HOLLY HILL	8532 OLD STATE RD		HOLLY HILL	SC	29059	803-496-2800	803-496-2808
7214 EWALL STREET - MOUNT PLEASANT	1028 EWALL ST		MOUNT PLEASANT	SC	29464	843-884-3115	843-884-3190
7215 ORANGEBURG MALL - ORANGEBURG	1184 ORANGEBURG MALL CIR		ORANGEBURG	SC	29115	803-531-7501	803-531-7553
7216 JACOBS POINT BLVD. - RAVENEL	5953 JACOBS POINT BLVD	PO BOX 487	RAVENEL	SC	29470	843-571-4025	843-571-4015
7218 RC DENNIS BLVD. - MONCKS CORNER	112 MCCORMICK CIR		MONCKS CORNER	SC	29461	843-899-4953	843-899-5298
7219 CHARLIE HALL CHARLESTON	2080 CHARLIE HALL BLVD		CHARLESTON	SC	29414	843-766-4655	843-766-0588
7220 FMC NORTH CHARLESTON	2450 ELMS CENTER RD		NORTH CHARLESTON	SC	29406	843-553-4742	843-553-4743
7221 BURTON - SUMMERVILLE	109 BURTON AVE	STE A	SUMMERVILLE	SC	29485	843-875-9800	843-875-1918
7224 DEANS BRIDGE ROAD - AUGUSTA	2841 DEANS BRIDGE RD		AUGUSTA	GA	30906	706-790-5909	706-790-4373
7225 CROSSROADS - AUGUSTA	1719 MAGNOLIA WAY		AUGUSTA	GA	30909	706-228-7253	706-228-7980
7226 PEACHTREE ST. - LOUISVILLE	1069 PEACHTREE ST		LOUISVILLE	GA	30434	478-625-9566	478-625-9567
7227 NORTH MASONIC ST. - MILLEN	242 N MASONIC ST		MILLEN	GA	30442	478-982-9533	478-982-9535
7228 SOUTH HARRIS ST. - SANDERSVILLE	614 S HARRIS ST		SANDERSVILLE	GA	31082	478-552-6818	478-552-0858
7229 MEDICAL CENTER DR. - SWAINSBORO	3 MEDICAL CENTER DR		SWAINSBORO	GA	30401	478-237-8186	478-237-4119
7230 PEACH ORCHARD ROAD - AUGUSTA	3206 PEACH ORCHARD RD		AUGUSTA	GA	30906	706-798-5774	706-796-3465
7231 ATOMIC ROAD - NORTH AUGUSTA	10263 ATOMIC RD		NORTH AUGUSTA	SC	29841	803-279-3722	803-279-3461
7232 ROYAL PARK - ZEELAND	2 ROYAL PARK DR		ZEELAND	MI	49464	616-748-0522	616-748-0881
7234 ROCKFORD PARK - ROCKFORD	311 ROCKFORD PARK DR NE		ROCKFORD	MI	49341	616-863-6214	616-863-6445
7235 CLYDE PARK - WYOMING	4893 CLYDE PARK AVE SW		WYOMING	MI	49509	616-531-5353	616-531-5377
7236 WEST NORTON - MUSKEGON	1080 W NORTON AVE		MUSKEGON	MI	49441	231-780-5468	231-780-5410
7237 HASTINGS AVE. - HOLLAND	649 HASTINGS AVE		HOLLAND	MI	49423	616-392-3263	616-392-3413
7241 EMERSON AVE - NEW CASTLE	101 EMERSON AVE		NEW CASTLE	IN	47362	765-521-0938	765-521-3068
7242 GREENVILLE AVE - WINCHESTER	409 E GREENVILLE AVE	STE 500	WINCHESTER	IN	47394	765-584-8000	765-584-8008
7243 BALL ACUTE MUNCIE	2401 W UNIVERSITY AVE		MUNCIE	IN	47303	765-747-3504	765-751-1303
7244 RAI CHILLUM - WASHINGTON	6411 CHILLUM PL NW		WASHINGTON	DC	20012	202-882-1865	202-291-2703
7246 BALTIMORE - BELTSVILLE	10701 BALTIMORE AVE		BELTSVILLE	MD	20705	301-595-0263	301-595-3724
7248 CHILLUM-HYATTSVILLE	2426 CHILLUM RD	# C08-01	HYATTSVILLE	MD	20782	301-927-8808	301-928-8809
7251 MECHANICSVILLE TURNPIKE - RICHMOND	2521 MECHANICSVILLE TPKE		RICHMOND	VA	23223	804-644-0566	804-644-9352
7252 WEST LEIGH - RICHMOND	800 W LEIGH ST	STE B	RICHMOND	VA	23220	804-649-8070	804-649-8076
7253 AIRLINE - PORTSMOUTH	2809 AIRLINE BLVD		PORTSMOUTH	VA	23701	757-465-5085	757-465-5405
7254 CHURCHLAND - CHESAPEAKE	3204 CHURCHLAND BLVD		CHESAPEAKE	VA	23321	757-484-3628	757-484-4821
7255 GOODE WAY - PORTSMOUTH	311 GOODE WAY		PORTSMOUTH	VA	23704	757-393-6582	757-393-7830
7256 THIMBLE SHOALS - NEWPORT NEWS	739 THIMBLE SHOALS BLVD	STE 600	NEWPORT NEWS	VA	23606	757-873-1090	757-873-3689

7257	CHESAPEAKE - NEWPORT NEWS	225 CHESAPEAKE AVE		NEWPORT NEWS	VA	23607	757-247-4080	757-247-4084
7258	MERCURY - HAMPTON	3319 W MERCURY BLVD		HAMPTON	VA	23666	757-826-1795	757-838-0350
7259	JOHN TYLER HWY - WILLIAMSBURG	4511 JOHN TYLER HWY	STE J	WILLIAMSBURG	VA	23185	757-229-5701	757-229-5748
7260	MEDICAL DRIVE - GLOUCESTER	7547 MEDICAL DR	STE 1400	GLOUCESTER	VA	23061	804-695-2904	804-695-2908
7261	SOUTH CHURCH - SMITHFIELD	1812 S CHURCH ST		SMITHFIELD	VA	23430	757-365-4293	757-365-4297
7286	CHILDREN'S HOSPITAL ACUTE	8200 DODGE ST		OMAHA	NE	68114	402-955-5400	402-955-6959
7295	ST. JOSEPH PD PROGRAM	973 JAMES ST		SYRACUSE	NY	13203	315-703-6739	315-703-2187
7296	RAI OMAHA HOME PROGRAM	2916 S 84TH ST		OMAHA	NE	68124	402-553-5015	402-553-5016
7318	DOYLESTOWN	2800 KELLY RD		WARRINGTON	PA	18976	215-488-7220	215-343-0483
7319	SOUTH HILL	201A E FERRELL ST		SOUTH HILL	VA	23970	434-447-4141	434-447-4140
7320	PETERSBURG	3400 S CRATER RD		PETERSBURG	VA	23805	804-732-8228	804-732-8288
7321	CHARING CROSS DIALYSIS LLC	5730 EXECUTIVE DR	STE 124	CATONSVILLE	MD	21228	410-747-9356	410-747-0603
7323	MOUNTAIN RIDGE DIALYSIS	229 MERCHANTS WALK		SUMMERSVILLE	WV	26651	304-872-9206	304-872-9209
7324	IREDELL	124 PROFESSIONAL PARK DR	STE B	MOORESVILLE	NC	28117	704-663-3534	704-663-3534
7325	HUNTERSVILLE	9920 KINCEY AVE	STE 140	HUNTERSVILLE	NC	28078	704-947-2341	704-992-2173
7326	STATESVILLE	2603 DAVIE AVE		STATESVILLE	NC	28625	704-878-6590	704-873-3632
7327	CHARLOTTE	8430 UNIVERSITY EXEC PARK DR		CHARLOTTE	NC	28262	704-717-2825	704-717-2825
7328	KENWOOD	8251 PINE RD	STE 110	CINCINNATI	OH	45236	513-745-0800	513-745-9108
7329	NORWOOD	2071 SHERMAN AVE		NORWOOD	OH	45212	513-841-1800	513-841-1801
7331	FRANKFORT - JV	1300 S JACKSON ST		FRANKFORT	IN	46041	765-656-3377	765-656-7468
7332	LEBANON	2485 N LEBANON ST		LEBANON	IN	46052	765-485-0533	765-485-0537
7333	LAFAYETTE II	1020 N 18TH ST		LAFAYETTE	IN	47904	765-420-8000	765-420-8028
7335	MONTICELLO	810 S 6TH ST		MONTICELLO	IN	47960	574-583-3576	574-583-3896
7336	CRAWFORDSVILLE	1710 LAFAYETTE RD		CRAWFORDSVILLE	IN	47933	765-359-1613	765-359-1614
7337	CHIPPEWA	100 PAPPAN BUSINESS DR		BEAVER FALLS	PA	15010	724-846-5030	724-846-5036
7338	HOPEWELL	400 CORPORATION DR		ALIQUIPPA	PA	15001	724-378-6304	724-378-6309
7339	BADEN	1682 W STATE ST		BADEN	PA	15005	724-869-2830	724-869-2928
7340	FRIENDSHIP RIDGE	246 FRIENDSHIP CIR		BEAVER	PA	15009	724-728-4320	724-728-4348
7341	WASHINGTON	90 W CHESTNUT ST		WASHINGTON	PA	15301	724-228-7398	724-228-7563
7342	SOUTHPOINTE	1200 CORPORATE DR		CANONSBURG	PA	15317	724-745-5565	724-745-5567
7343	BANKSVILLE	2875 BANKSVILLE RD		PITTSBURGH	PA	15216	412-343-3060	412-343-3618
7344	MID-AMERICA DIALYSIS LLC	2355 S HAMILTON RD		COLUMBUS	OH	43232	614-367-1679	614-552-3228
7345	HAMMOND	7214 CALUMET AVE		HAMMOND	IN	46324	219-228-4477	219-852-0850
7346	MONROE CLINIC DIALYSIS	515 22ND AVE		MONROE	WI	53566	608-324-1952	608-324-1974
7350	LAKELAND DIALYSIS - NILES	8 LONGMEADOW VILLAGE DR		NILES	MI	49120	269-684-0116	269-684-0271
7351	LAKELAND - ROYALTON	3772 HOLLYWOOD RD		SAINT JOSEPH	MI	49085	269-428-7474	269-428-7477
7352	BERLIN	30 TANSBORO RD		BERLIN	NJ	8009	856-809-0036	609-856-8090
7353	RUNNEMEDE	170 E 9TH AVE	STE B	RUNNEMEDE	NJ	8078	856-312-0101	856-312-0022
7354	LINWOOD	1201 NEW RD		LINWOOD	NJ	8221	609-926-9090	609-926-9006
7355	HAMMONTON	392 N WHITE HORSE PIKE		HAMMONTON	NJ	8037	609-561-0044	609-561-0066
7356	ST. LUKES	4 CORWIN CT	DIALYSIS NEWBURGH	NEWBURGH	NY	12550	845-562-7711	845-562-7996
7357	FISHKILL DIALYSIS CENTER, LLC	60 MERRITT BLVD	STE 103	FISHKILL	NY	12524	845-440-1280	845-440-1282
7358	ST. JOSEPH'S CORTLAND	3993 WEST RD		CORTLAND	NY	13045	607-662-0140	607-662-0519
7359	ST. JOSEPH'S REGIONAL	973 JAMES ST		SYRACUSE	NY	13203	315-703-6700	315-703-6767
7360	ST. JOSEPH'S SENECA	8302 PROVO DR	STE 1	LIVERPOOL	NY	13090	315-652-8474	315-652-8696
7361	ST. JOSEPH'S CAMILLUS	5101 W GENESEE ST		CAMILLUS	NY	13031	315-488-2979	315-488-3489
7362	ST. JOSEPH'S NORTHEAST	4105 MEDICAL CENTER DR		FAYETTEVILLE	NY	13066	315-329-7200	315-329-7203
7363	VESTAL	116 N JENSEN RD		VESTAL	NY	13850	607-798-1916	607-798-1979
7364	UHS PARK AVENUE	27 PARK AVE		BINGHAMTON	NY	13903	607-762-2225	607-763-2236
7365	UHS PENNSYLVANIA AVE.	65 PENNSYLVANIA AVE		BINGHAMTON	NY	13903	607-762-2015	607-762-2686
7368	FAIRFIELD	500 KINGS HWY E		FAIRFIELD	CT	6825	203-583-8875	203-583-8880

7369 BRENHAM LLC	604 MEDICAL CT		BRENHAM	TX	77833	979-353-4440	979-353-4441
7370 BRYAN	2390 E 29TH ST		BRYAN	TX	77802	979-314-1550	979-314-1551
7371 COLLEGE STATION	3314 LONGMIRE DR		COLLEGE STATION	TX	77845	979-314-1560	979-314-1555
7372 KAILUA	25 KANEOHE BAY DR	STE 230	KAILUA	HI	96734	808-254-1030	808-254-1035
7373 HAWAII ACUTE	2230 LILIHA ST	LEVEL B	HONOLULU	HI	96817	808-585-4689	808-585-4691
7374 SIEMSEN HOME	2226 LILIHA ST	1ST FLOOR	HONOLULU	HI	96817	808-585-4648	808-585-4649
7375 MAUI HOME	105 MAUILANI PKWY	STE 100	WAILUKU	HI	96793	808-244-9600	808-244-5712
7376 WEST KAUAI	4643 WAIMEA CANYON ROAD		WAIMEA	HI	96796	808-338-1100	808-338-1185
7377 NORTH HAWAII	67-1123 MAMALAHOA HWY	STE 112	KAMUELA	HI	96743	808-930-2001	808-885-1506
7378 KONA KEAUHOU	78-6831 ALII DR	STE 336	KAILUA KONA	HI	96740	808-322-2131	808-322-0605
7379 SULLIVAN	2230 LILIHA ST	LEVEL B	HONOLULU	HI	96817	808-585-4690	808-585-4691
7380 SIEMSEN	2226 LILIHA ST GROUND FLOOR	MAUKA AND MAKAI	HONOLULU	HI	96817	808-585-4660	808-585-4662
7381 KAIMUKI	3625 HARDING AVE		HONOLULU	HI	96816	808-735-2585	808-734-2583
7382 MOLOKAI	28 KAMOI STREET	SUITE 400	KAUNAKAKAI	HI	96748	808-553-8088	808-553-3210
7383 HILO	1384 KINOOLE ST		HILO	HI	96720	808-935-3422	808-934-7901
7385 KAHANA	10 HOOHUI RD	STE 100	LAHAINA	HI	96761	808-669-6628	808-669-1272
7386 KAUAI	3224 ELUA ST		LIHUE	HI	96766	808-245-3770	808-245-2390
7387 LEEWARD	91-2137 FORT WEAVER RD		EWA BEACH	HI	96706	808-671-3042	808-677-7903
7388 WAIPAHU	94-450 MOKUOLA ST	STE 109	WAIPAHU	HI	96797	808-697-2200	808-678-3961
7389 WAIANAE	86-080 FARRINGTON HWY		WAIANAE	HI	96792	808-696-0216	808-696-0345
7394 LAKE LEWISVILLE (DENTON)	3400 CORINTH PKWY		CORINTH	TX	76208	940-497-1414	940-497-2774
7397 VICTORIA	606 E LOCUST AVE		VICTORIA	TX	77901	361-485-1148	361-485-1158
7399 NORTH LAREDO	6410 CRESENT LOOP	SUITE 100	LAREDO	TX	78041	956-717-1600	956-717-1601
7400 LAREDO ACUTES	2309 E SAUNDERS ST	STE 200	LAREDO	TX	78041	956-242-4810	956-796-2371
7401 LAREDO	2309 E SAUNDERS ST		LAREDO	TX	78041	956-242-4810	956-242-4811
7403 PASADENA DIALYSIS	1111 S ARROYO PKWY	STE 150	PASADENA	CA	91105	626-441-9500	626-441-9502
7404 RENO ACUTES	6144 MAE ANNE AVE	STE 1	RENO	NV	89523	775-770-3773	775-720-6496
7405 RENO HOME DIALYSIS	601 SIERRA ROSE DR	STE 201	RENO	NV	89511	775-829-9961	775-829-9964
7406 SPRING VALLEY (LAS VEGAS)	6970 W PATRICK LN		LAS VEGAS	NV	89113	702-247-6761	702-242-6816
7408 CARSON CITY	4500 S CARSON ST		CARSON CITY	NV	89701	775-461-7250	775-841-2676
7409 SOUTH RENO	601 SIERRA ROSE DR	STE 101	RENO	NV	89511	775-624-8055	775-828-2746
7410 NORTHWEST RENO	6144 MAE ANNE AVE		RENO	NV	89523	775-747-1100	775-747-1115
7411 ST. JOE ACUTE	301 PROSPECT AVE		SYRACUSE	NY	13203	315-448-5343	315-448-6571
7412 ST. JOE HOME	973 JAMES ST		SYRACUSE	NY	13203	315-703-6739	315-703-6762
7414 CASTLE ROCK	4352 TRAIL BOSS DR		CASTLE ROCK	CO	80104	303-389-5626	
7415 COLORADO SPRINGS NORTH	2180 HOLLOW BROOK DR		COLORADO SPRINGS	CO	80918	719-593-2999	719-593-2905
7416 COLORADO SPRINGS SOUTH	2508 AIRPORT RD		COLORADO SPRINGS	CO	80910	719-227-7455	719-227-7456
7417 COLORADO SPRINGS CENTRAL	1910 LELARAY ST		COLORADO SPRINGS	CO	80909	719-380-4878	719-380-4918
7419 LIBERTY ALBUQUERQUE JV	3810 COMMONS AVE NE		ALBUQUERQUE	NM	87109	505-345-1224	505-345-9096
7420 SANDPOINT	1210 WASHINGTON AVE		SANDPOINT	ID	83864	208-263-4488	208-265-6727
7422 MERIDIAN	3525 E LOUISE DR		MERIDIAN	ID	83642	208-846-9815	208-884-2032
7423 IKC - BLACKFOOT	98 POPLAR ST		BLACKFOOT	ID	83221	208-782-2220	208-782-2221
7424 IDAHO FALLS	2381 E SUNNYSIDE RD		IDAHO FALLS	ID	83404	208-523-8500	208-523-8502
7425 POCATELLO	444 HOSPITAL WAY		POCATELLO	ID	83201	208-478-5600	208-478-8500
7426 NAMPA	280 W GEORGIA AVE		NAMPA	ID	83686	208-463-8558	208-463-8560
7427 CALDWELL	4620 ENTERPRISE WAY		CALDWELL	ID	83605	208-454-1101	208-454-9868
7428 ST. GEORGE	1173 S 250 W	STE 406	ST GEORGE	UT	84770	435-634-6600	435-634-6604
7429 DAVIS COUNTY	2132 N 1700 W		LAYTON	UT	84041	801-779-6100	801-779-6106
7430 OQUIRRH DIALYSIS	2496 W 4700 S		TAYLORSVILLE	UT	84129	801-417-9900	801-417-9904
7431 WASATCH DIALYSIS	650 E 4500 S	STE 150	MURRAY	UT	84107	801-747-0880	801-747-0884
7432 SOUTH MOUNTAIN DIALYSIS	10969 S RIVER FRONT PKWY		SOUTH JORDAN	UT	84095	801-253-9696	801-253-3303

7433	JORDAN LANDING	3823 W 9000 S	STE D	WEST JORDAN	UT	84088	801-280-4600	801-280-0444
7435	WEBER COUNTY - JV	4780 OLD POST RD		OGDEN	UT	84403	801-394-1230	801-394-1231
7436	SALT LAKE ACUTE	650 E 4500 S	STE 100	MURRAY	UT	84107	801-747-0880	801-747-0884
7446	MAUILANI	105 MAUI LANI PKWY		WAILUKU	HI	96793	808-244-9600	808-244-5712
7447	POCATELLO ACUTES	444 HOSPITAL WAY	STE 600	POCATELLO	ID	83201	208-478-5600	208-478-8500
7476	LIBERTY RIO RANCHO JV	5751 MCMAHON NW		ALBUQUERQUE	NM	87114	505-890-8984	505-899-1205
7479	HARRISBURG/CAMP HILL	500 N 12TH ST	STE 300	LEMOYNE	PA	17043	717-230-1630	717-230-1635
7481	PASADENA II	757 S RAYMOND AVE		PASADENA	CA	91105	626-396-6957	626-584-5750
7483	TWIN FALLS, ID	350 N HAVEN ST		TWIN FALLS	ID	83301	208-735-3914	208-736-7171
7494	SPARKS	5915 S LOS ALTOS PKWY		SPARKS	NV	89436	775-200-0108	775-636-6878
7525	GREATER COLUMBUS REGIONAL DIALYSIS	285 E STATE ST	STE 170	COLUMBUS	OH	43215	614-228-9114	614-228-9120
7526	CIRCLEVILLE DIALYSIS	790 N COURT ST		CIRCLEVILLE	OH	43113	740-477-7225	740-477-7446
7528	SOUTH MONROE	1710 SOUTHERN AVE		MONROE	LA	71202	318-410-0619	318-410-0624
7529	PORT RICHMOND	2301 E ALLEGHENY AVE		PHILADELPHIA	PA	19134	215-739-5239	215-739-5308
7530	CLERMONT EAST	17319 PAGONIA DR		CLERMONT	FL	34711	407-877-0454	407-877-0436
7531	PALATINE - JV	691 E DUNDEE RD		PALATINE	IL	60074	847-963-4299	847-963-6097
7532	WEST BATAVIA	2580 W FABYAN PKWY		BATAVIA	IL	60510	630-406-1690	630-406-1699
7537	ROBBINSDALE	4094 LAKELAND AVE N		ROBBINSDALE	MN	55422	763-533-3759	763-533-1025
7539	QUEENS - NYDS	3435 70TH ST		JACKSON HEIGHTS	NY	11372	718-651-9700	718-533-0264
7540	SOUTH QUEENS - NYDS	17537 LIBERTY AVE		JAMAICA	NY	11433	718-297-9100	718-297-0625
7541	ST. ALBANS - NYDS	17270 BAISLEY BLVD		JAMAICA	NY	11434	718-949-1600	718-525-9363
7543	KENMORE WNY - NYDS	1508 SHERIDAN DR		TONAWANDA	NY	14217	716-871-9988	716-871-3456
7546	ISCUF	7927 OSTROW ST	STE B	SAN DIEGO	CA	92111	858-694-0992	858-694-8177
7549	HIMG JV	5170 US ROUTE 60	HIMG REGIOL MEDICAL	HUNTINGTON	WV	25705	304-733-0004	304-733-3384
7552	BURLESON	200 MCPHERSON RD		FORT WORTH	TX	76140	817-551-6623	817-293-8719
7553	RIDGEWAY	6055 PRIMACY PKWY	STE 125	MEMPHIS	TN	38119	901-681-4010	901-681-4011
7554	ALEXANDER, NC	175 COMMERCE DR		TAYLORSVILLE	NC	28681	828-632-3547	828-632-6160
7558	COLUMBUS HOSPITAL LTACH	495 N 13TH ST		NEWARK	NJ	7107	973-587-7783	
7559	SOUTHEAST OKLAHOMA JV	810 NW 10TH ST		OKLAHOMA CITY	OK	73106	405-272-1553	405-272-0506
7561	SOUTHEAST OKLAHOMA ACUTES - JV	6040 S WESTERN AVE		OKLAHOMA CITY	OK	73139	405-632-7766	405-632-7880
7564	LANSING - JV	916 MALL DR E		LANSING	MI	48917	517-322-0894	517-322-0895
7570	UNION HOSPITAL ACUTE PROGRAM	630 W GERMANTOWN PIKE	STE 100	PLYMOUTH MEETING	PA	19462	610-276-2018	610-834-5742
7576	JOLIET HOME	95 N 129TH INFANTRY DR		JOLIET	IL	60435	815-729-1110	815-729-1434
7578	NORTH MONTCLAIR NJ - JV	114 VALLEY RD		MONTCLAIR	NJ	7042	973-744-2058	973-744-2078
7580	POMONA - JV	44 E JIMMIE LEEDS RD		GALLOWAY	NJ	8205	609-652-3070	609-652-3184
7581	NORTH NEW JERSEY	29 COTTAGE ST		JERSEY CITY	NJ	7306	201-876-7964	201-876-7965
7582	MUNDELEIN	1402 TOWNLINE RD		MUNDELEIN	IL	60060	847-949-3904	847-949-3905
7589	INTEGRIS ACUTES	6040 S WESTERN AVE		OKLAHOMA CITY	OK	73139	405-632-7766	405-632-7880
7590	TULANE ACUTE	1415 TULANE AVE	ACUTE DIAL	NEW ORLEANS	LA	70112	504-988-9057	504-988-9059
7594	DIAMONDHEAD HOME THERAPIES	5401 GEX ROAD		DIAMONDHEAD	MS	39525	228-255-5378	228-255-7716
7595	HOME THERAPIES OF BALDWIN COUNTY	917 PLANTATION BLVD	# B	FAIRHOPE	AL	36532	251-929-3666	251-929-3667
7748	ST. PETERSBURG JV	1101 9TH ST N		SAINT PETERSBURG	FL	33701	727-895-1472	727-822-0268
7750	ROCKLEDGE - JV	577 BARNES BLVD	STE 100	ROCKLEDGE	FL	32955	321-636-9067	321-636-9285
7923	WEBER COUNTY MGD	4780 OLD POST RD	STE A	OGDEN	UT	84403	801-394-1230	801-394-1231
7924	LIB WOODS CROSS MGD	572 W 750 S		WOODS CROSS	UT	84010	801-292-2658	801-292-2670
7925	IRVING, TX MANAGED	1111 W AIRPORT FWY	STE 101	IRVING	TX	75062	972-746-4747	972-746-4746
7937	LAKELAND ACUTES	1234 NAPIER AVE	LAKELAND HOSPITAL	SAINT JOSEPH	MI	49085	269-983-8455	269-982-4819
8300	WAUKEGAN HARBOR	110 N WEST ST		WAUKEGAN	IL	60085	847-599-1346	847-599-1351
8301	METROPOLIS -JV	20 HOSPITAL DR		METROPOLIS	IL	62960	618-524-3046	618-524-3297
8303	BIRMINGHAM SOUTH ACUTES	708 COTTON AVE SW		BIRMINGHAM	AL	35211	205-397-8192	205-783-6571
8304	CENTRAL PA ACUTES	307 LAIRD ST	STE 1	WILKES BARRE	PA	18702	570-825-9531	570-825-2055

8309	SOUTH MOBILE	12401 SCOPELOS RD		GRAND BAY	AL	36541	251-865-2102	251-865-2103
8312	KENTUCKIANA HOME THERAPIES	6400 DUTCHMANS PKWY	STE 145	LOUISVILLE	KY	40205	502-895-7650	502-897-7436
8314	OKLAHOMA KIDNEY CARE DIALYSIS	13901 MCAULEY BLVD	STE 102	OKLAHOMA CITY	OK	73134	405-748-5812	405-748-5818
8316	SOUTHEAST DELCO	700 CHESTER PIKE		SHARON HILL	PA	19079	610-532-2935	610-532-2936
8318	NAK BARDSTOWN - JV	317 KENTUCKY HOME SQ	STE 3	BARDSTOWN	KY	40004	502-348-3996	502-348-9337
8319	SHEPHERDSVILLE - JV	421 ADAM SHEPHERD PKWY		SHEPHERDSVILLE	KY	40165	502-921-0977	502-921-0979
8320	SCOTT COUNTY - JV	130 WESTAVIA BLVD		SCOTTSBURG	IN	47170	812-754-0630	812-754-0680
8321	CAMPBELLSVILLE - JV	107 MEDICAL PARK DR		CAMPBELLSVILLE	KY	42718	270-469-0923	270-469-0924
8326	NEW BLOOMFIELD	218 S CARLISLE ST		NEW BLOOMFIELD	PA	17068	717-582-0165	717-582-0173
8327	DAYTON REGIONAL DIALYSIS NORTH	7211 SHULL RD		HUBER HEIGHTS	OH	45424	937-237-2000	937-237-5630
8328	DAYTON REGIONAL DIALYSIS SOUTH	7700 WASHINGTON VILLAGE DR	STE 100	CENTERVILLE	OH	45459	937-438-9595	937-438-0009
8329	PREBLE COUNTY REGIONAL DIALYSIS	450D WASHINGTON JACKSON RD		EATON	OH	45320	937-456-0400	937-456-0401
8332	BRANDYWINE HOME THERAPIES	4923 OGLETOWN STANTON RD	STE 210	NEWARK	DE	19713	302-998-7568	302-995-1920
8337	TOLEDO ACUTES	2532 W LASKEY RD		TOLEDO	OH	43613	419-474-8995	419-474-8996
8338	MANSFIELD ACUTES	335 GLESSNER AVE		MANSFIELD	OH	44903	419-775-1730	419-775-1028
8341	MORRISTOWN - JV	420 W MORRIS BLVD		MORRISTOWN	TN	37813	423-587-8395	423-587-8397
8343	BAYTOWN NORTH	4816 E CHASE ST		BAYTOWN	TX	77521	281-421-4108	281-421-4510
8353	MISSOULA	3100 GREAT NORTHERN AVE		MISSOULA	MT	59808	406-549-2980	406-728-5987
8354	BUTTE	3745 HARRISON AVE	STE D	BUTTE	MT	59701	406-494-7027	406-494-2049
8357	NIAGARA RENAL CENTER - ADMINISTERED	3018 MILITARY RD		NIAGARA FALLS	NY	14304	716-298-4195	716-298-5964
8358	WHEATFIELD RENAL CENTER - ADMINISTERED	3909 FOREST PARK WAY		NORTH TONAWANDA	NY	14120	716-696-6193	716-696-6196
8360	SUFFOLK KIDNEY CENTER - ADMINISTERED	30 CENTRAL AVE		HAUPPAUGE	NY	11788	631-761-6605	631-761-6608
8361	NORTHERN NEW YORK RENAL CENTER - ADMINISTERED	22571 SUMMIT DR		WATERTOWN	NY	13601	315-779-2140	315-779-2145
8364	SOUTH DENVER	3410 S GALENA ST	STE 100	DENVER	CO	80231	303-343-0736	303-344-1326
8365	FLORENCE, OREGON	2820 KINGWOOD		FLORENCE	OR	97439	541-997-1136	541-997-1316
8366	HASTINGS	1230 W STATE ST		HASTINGS	MI	49058	269-945-9003	269-945-9005
8368	FISHERS	13648 OLIVIA WAY		FISHERS	IN	46037	317-773-6638	317-773-6481
8369	THE GREATER NORTHEAST - JV	10500 ROOSEVELT BLVD		PHILADELPHIA	PA	19116	215-673-3923	215-673-3924
8370	WAREHAM	100 ROSEBROOK WAY	STE 100	WAREHAM	MA	2571	508-291-1100	508-291-1144
8371	COCHECO	343 6TH ST		DOVER	NH	3820	603-742-9765	603-742-9759
8372	JOLIET - JV	721 E JACKSON ST		JOLIET	IL	60432	815-726-8619	815-726-8856
8375	SOUTHWEST MEMPHIS ACUTES	5268 E RAINES RD		MEMPHIS	TN	38118	901-433-4507	901-360-1069
8377	STALLINGS STATION	5420 BARBER MILL RD		CLAYTON	NC	27520	919-550-7456	919-553-4703
8378	MT. WASHINGTON VALLEY	21B POLIQUIN DR		CONWAY	NH	3818	603-447-3976	603-447-3944
8379	ORANGE COUNTY HOME	1401 S BROOKHURST RD	STE 108	FULLERTON	CA	92833	714-773-1407	714-773-1408
8381	DERBY - JV	712 N KLEIN CIR		DERBY	KS	67037	316-788-1434	316-789-1439
8383	NORTHEAST PA ACUTES	630 W GERMANTOWN PIKE	STE 100	PLYMOUTH MEETING	PA	19462	610-276-2012	610-834-7452
8387	HUNTERDON ACUTES	2100 WESCOTT DR		FLEMINGTON	NJ	8822	908-788-6112	908-788-2520
8388	MANITOWOC	333 REED AVE		MANITOWOC	WI	54220	920-686-1120	920-686-1251
8389	ACWORTH	3372 ACWORTH SUMMIT BLVD NW		ACWORTH	GA	30101	770-529-1141	770-529-6556
8391	TEXAS MEDICAL CENTER HOME	1333 OLD SPANISH TRL	# J	HOUSTON	TX	77054	713-791-9690	713-791-9383
8393	CHISHOLM TRAIL	1900 SCENIC DR, BLDG 1	STE 1128	GEORGETOWN	TX	78626	512-819-9104	512-868-8364
8394	GROVE CITY, OH - JV	3149 FARM BANK WAY		GROVE CITY	OH	43123	614-875-2349	614-875-2367
8396	RIVER FOREST - JV	103 FOREST AVE		RIVER FOREST	IL	60305	708-488-9258	708-488-9261
8398	GIBSON HOME	5400 GIBSON BLVD SE		ALBUQUERQUE	NM	87108	505-255-0111	505-255-0277
8399	DESERT MILAGRO	230 N WASHINGTON AVE		ODESSA	TX	79761	432-332-3058	432-332-4715
8400	GENESIS SPRINGBROOK	12325 NEW HAMPSHIRE AVE		SILVER SPRING	MD	20904	301-625-8890	301-625-8852
8403	SOUTH PECOS HOME	6330 S PECOS RD		LAS VEGAS	NV	89120	702-433-3079	702-433-5254
8404	GREENTREE - JV	97 COMMERCE WAY	STE 104	DOVER	DE	19904	302-674-1919	302-674-3777
8405	EL CENTRO ACUTES	200 WAKE AVE		EL CENTRO	CA	92243	760-353-3323	760-353-6532
8406	EDMOND JV	301 KATIE MICHELLE BLVD		EDMOND	OK	73034	405-341-9926	405-341-9930

8409	MID SUSSEX - JV	34 GEORGETOWN PLZ		GEORGETOWN	DE	19947	302-854-0230	302-854-0236
8410	CENTRAL DELAWARE - JV	655 S BAY RD	STE 4M	DOVER	DE	19901	302-678-5718	302-678-5732
8411	MILFORD - JV	656 N DUPONT BLVD	STE D	MILFORD	DE	19963	302-424-0552	302-424-0758
8412	SEAFORD - JV	23006 SUSSEX HWY		SEAFORD	DE	19973	302-628-3152	302-628-1589
8413	REHOBOTH - JV	20699 COASTAL HWY	UNIT 3	REHOBOTH BEACH	DE	19971	302-226-9330	302-226-9270
8414	SMYRNA - JV	210 STADIUM ST	GATEWAY NORTH SHOP	SMYRNA	DE	19977	302-659-5220	302-659-5380
8415	MILLSBORO - JV	30164 COMMERCE DR	PENINSULA CROSSING	MILLSBORO	DE	19966	302-934-6342	302-934-6351
8423	WASILLA HOME JV	3787 E MERIDIAN LOOP		WASILLA	AK	99654	907-357-5600	907-357-5661
8424	BLAINE	12555 CENTRAL AVE NE		BLAINE	MN	55434	763-754-6774	763-754-6334
8425	MEBANE	1410 S THIRD STREET EXT		MEBANE	NC	27302	919-563-2304	919-563-2816
8426	INDIAN HILLS - JV	820 VETERANS DR		JACKSON	OH	45640	740-286-5556	740-286-0100
8428	EASTERN NEW YORK ACUTES	207 E 94TH ST		NEW YORK	NY	10128	212-360-4902	212-360-4913
8429	CONNECTICUT ACUTES	375 WILLARD AVE	STE 1	NEWINGTON	CT	6111	860-667-3898	860-665-8067
8430	CORVALLIS	3580 NW SAMARITAN DR		CORVALLIS	OR	97330	541-758-2120	541-758-2156
8431	LEBANON OREGON	665 PATRIOTS PL		LEBANON	OR	97355	541-258-3012	541-258-3331
8432	NEWPORT OREGON	957 SW COAST HWY		NEWPORT	OR	97365	541-574-0865	541-574-0874
8433	GRAHAM - JV	1531 380 BYP		GRAHAM	TX	76450	940-549-1732	940-549-1742
8436	WEST MADISON	29569 HUNTSVILLE BROWNSFERRY RD		MADISON	AL	35756	256-233-5757	256-233-5578
8437	EAST LITTLE ROCK	5320 W 12TH ST		LITTLE ROCK	AR	72204	501-660-7867	501-280-3744
8438	BREVARD HOME THERAPIES	3021 W EAU GALLIE BLVD		MELBOURNE	FL	32934	321-254-4626	321-254-4724
8439	WEST PLAINS HOME	1449 GIBSON ST		WEST PLAINS	MO	65775	417-255-0701	417-225-0682
8440	HILLSDALE	781 OLDS ST		JONESVILLE	MI	49250	517-849-7474	517-849-7475
8442	THE DALLES - JV	411 LONE PINE BLVD		THE DALLES	OR	97058	541-298-1007	541-298-1025
8443	ANGIER	301 S RALEIGH ST		ANGIER	NC	27501	919-639-3064	919-639-3067
8454	VANDERBILT HOME	1500 21ST AVE S		NASHVILLE	TN	37212	615-343-3691	615-322-1110
8456	SANTA FE HOME II	2100 CALLE DE LA VUELTA		SANTA FE	NM	87505	505-982-8659	505-982-8684
8457	MILTON FREEWATER	1213 S MAIN ST		MILTON FREEWATER	OR	97862	541-938-6036	541-938-6150
8459	SAVANNAH ACUTE	11705 MERCY BLVD	ST. JOSEPHS HOSPITAL	SAVANNAH	GA	31419	912-819-2542	912-819-4743
8461	DEPTFORD - JV	1689 DELSEA DRIVE		DEPTFORD	NJ	8096	856-468-2547	856-468-2541
8463	PARAMUS - JV	37 W CENTURY RD		PARAMUS	NJ	7652	201-262-0429	201-262-0604
8465	UNION HILL RENAL CENTER	508 31ST ST		UNION CITY	NJ	7087	201-902-9382	201-902-0661
8466	NORTHERN COLORADO HOME PROGRAM - JV	5285 MCWHINNEY BLVD	STE 190	LOVELAND	CO	80538	303-343-0736	303-344-1326
8467	LAKE CUMBERLAND	140 STONE CREST DR		SOMERSET	KY	42501	606-561-9047	606-561-8322
8471	SOUTHERN NEW HAMPSHIRE	586 NASHUA ST	STE 20	MILFORD	NH	3055	603-672-6678	603-672-6680
8476	BARTLETT HOME THERAPIES	1533 BONNIE LN	STE 101	CORDOVA	TN	38016	901-624-3833	901-624-3834
8477	PLANTATION DIALYSIS CENTER - JV	849 N NOB HILL RD		PLANTATION	FL	33324	954-382-0151	954-382-0977
8481	NEWARK, NY	305 W SHORE BLVD		NEWARK	NY	14513	315-331-2472	315-331-6247
8482	BOWLING GREEN, KY	1834 LYDA AVE		BOWLING GREEN	KY	42104	270-782-1318	270-783-9558
8483	GLASGOW	205 PROFESSIONAL PARK DR		GLASGOW	KY	42141	270-651-7776	270-651-3495
8492	KEMPER COUNTY	30 PONDEROSA AVE		DE KALB	MS	39328	601-743-4565	601-743-5473
8493	SW JACKSON HOME	1421 N STATE ST	STE 501	JACKSON	MS	39202	601-292-1545	601-292-1546
8494	QUAD CITIES ACUTES	1111 W KIMBERLY RD		DAVENPORT	IA	52806	563-468-2000	563-468-2055
8495	LOCUST GROVE	4122 PARTNERSHIP WAY		LOCUST GROVE	VA	22508	540-972-2174	540-972-2166
8497	PONCA CITY - JV	1208 E HARTFORD AVE		PONCA CITY	OK	74601	580-718-9357	580-718-9421
8498	WICHITA MIDTOWN - JV	1007 N EMPORIA ST		WICHITA	KS	67214	316-264-3115	316-263-7877
8499	DODGE CITY - JV	204 W ROSS BLVD		DODGE CITY	KS	67801	620-225-7100	620-225-7362
8500	HAYS - JV	2905 CANTERBURY DR		HAYS	KS	67601	785-625-0033	785-625-4171
8501	CHANUTE KS - JV	703 S PLUMMER AVE		CHANUTE	KS	66720	620-431-1239	620-431-1763
8502	LIBERAL - JV	2319 N KANSAS AVE		LIBERAL	KS	67901	620-624-3950	620-624-3993
8503	GREAT BEND - JV	3904 6TH ST		GREAT BEND	KS	67530	620-792-2944	620-792-6288
8504	EMPORIA - JV	1602 W 15TH AVE	STE E	EMPORIA	KS	66801	620-340-0034	620-343-2259

8505	HARVEY COUNTY - JV	625 MEDICAL CENTER DR		NEWTON	KS	67114	316-284-0045	316-284-9812
8506	WICHITA WEST - JV	750 N SOCORA ST	STE 500	WICHITA	KS	67212	316-729-5321	316-729-5326
8507	WICHITA EAST -JV	9341 E 21ST ST N		WICHITA	KS	67206	316-634-6760	316-634-0614
8508	WICHITA MIDTOWN HOME PROGRAM	1007 N EMPORIA ST		WICHITA	KS	67214	316-264-3115	316-264-2717
8510	ENGLEWOOD ACUTES	350 ENGLE ST		ENGLEWOOD	NJ	7631	201-894-3380	201-567-8532
8551	MONTGOMERY HOME THERAPIES	114 MITYLENE PARK LN		MONTGOMERY	AL	36117	334-244-1478	334-244-1479
8552	IRONDEQUOIT BAY	1150 CROSSPOINTE LN		WEBSTER	NY	14580	585-872-7395	585-572-6779
8554	BEEBE ACUTE	424 SAVANNAH RD	ATTENTION DIALYSIS	LEWES	DE	19958	302-645-3606	302-645-3628
8555	MIDDLE RIVER - JV	110 STEMMERS RUN RD		BALTIMORE	MD	21221	410-238-7393	410-238-7609
8556	WEST HAMPDEN - JV	750 W HAMPDEN AVE		ENGLEWOOD	CO	80110	303-789-5400	303-789-5987
8558	APPALACHIAN DIALYSIS	115 SOLAR DR		BECKLEY	WV	25801	304-252-0004	304-252-0038
8559	WEST DAYTON	4100 SALEM AVE		TROTWOOD	OH	45416	937-279-3120	937-279-3155
8561	LAKEWOOD OHIO	13900 DETROIT AVE		LAKEWOOD	OH	44107	216-221-3034	216-221-3035
8562	ODENTON - JV	1105 ANNAPOLIS RD		ODENTON	MD	21113	410-672-8024	410-672-8090
8571	MENTOR - JV	8840 TYLER BLVD		MENTOR	OH	44060	440-974-3459	440-974-3461
8572	ENID OK - JV	121 W OWEN K GARRIOTT RD		ENID	OK	73701	580-233-4444	580-233-4020
8576	HOLY NAME RENAL CARE CENTER - JV	718 TEANECK RD		TEANECK	NJ	7666	201-833-3378	201-541-5979
8588	GOLDEN TRIANGLE HOME	139 N BROOKMOORE DR		COLUMBUS	MS	39705	662-327-6696	662-327-8851
8589	NAPERBROOK - JV	2451 S WASHINGTON ST		NAPERVILLE	IL	60565	630-428-9769	630-428-9870
8590	NORTHFIELD	480 CENTRAL AVE		NORTHFIELD	IL	60093	847-441-4031	847-441-5017
8593	OMAHA ACUTES	4350 DEWEY AVE	CLARKSON TOWER RM (	OMAHA	NE	68105	402-552-7746	402-552-7747
8597	DORAL	11251 NW 20TH ST		DORAL	FL	33172	305-716-8608	305-716-8886
8598	BERKELEY LAKE	3870 PEACHTREE INDUSTRIAL BLVD	STE 110	DULUTH	GA	30096	770-495-7942	770-495-7943
8601	VEGA ALTA	CALLE 1, LOTE 2, BARRIO ESPINOSA	PARQUE INDUSTRIAL DE	VEGA ALTA	PR	692	787-915-0500	787-915-0520
8602	RIO GRANDE, PR	LAS FLORES INDUSTRIAL PARK, LOT#6 CARR 3KM 23.9		RIO GRANDE	PR	721	787-657-1644	787-657-1647
8604	NORTH CAPE MAY - JV	3301 BAYSHORE RD		NORTH CAPE MAY	NJ	8204	609-884-5476	609-884-5952
8607	EAST KNOXVILLE	2519 E MAGNOLIA AVE		KNOXVILLE	TN	37914	865-633-6052	865-633-6060
8609	EDGEWOOD	210 THOMAS MORE PKWY	STE 1	CRESTVIEW HILLS	KY	41017	859-331-0167	859-331-1222
8613	HUNTSVILLE HOME - JV	2325 PANSY ST SW	STE E	HUNTSVILLE	AL	35801	256-539-0338	256-539-7426
8615	CLINE FAMILY DIALYSIS CENTER	1040 N 18TH ST		CENTERVILLE	IA	52544	641-437-1302	641-437-1080
8616	GULF BREEZE	2583 GULF BREEZE PKWY		GULF BREEZE	FL	32563	850-934-1951	850-934-6998
8617	WAUCHULA	457 CARLTON ST		WAUCHULA	FL	33873	863-767-0016	863-767-0525
8618	WEST JACKSONVILLE	5607 NORMANDY BLVD		JACKSONVILLE	FL	32205	904-786-1385	904-786-5998
8619	CICERO	3000 S CICERO AVE		CICERO	IL	60804	708-652-7089	708-652-7259
8621	HARRISONVILLE	2820 EAST ROCK HAVEN ROAD	STE 160	HARRISONVILLE	MO	64701	816-884-2549	816-884-2562
8622	NORTH LAREDO ACUTES	2005 E BUSTAMANTE ST		LAREDO	TX	78041	956-764-8389	956-753-5300
8626	HACKENSACK - JV	458 PASSAIC ST		HACKENSACK	NJ	7601	201-342-0801	201-342-0802
8628	GALESBURG - JV	765 N KELLOGG ST	STE 101	GALESBURG	IL	61401	309-342-0008	309-342-0182
8632	BREWTON, AL (ACQ)	1203 BELLEVILLE AVE		BREWTON	AL	36426	251-867-1703	251-867-4539
8633	LOGANVILLE DIALYSIS - JV ACQ	3431 HIGHWAY 81		LOGANVILLE	GA	30052	678-639-1633	678-336-6480
8635	HARLEM GREEN	488 W 128TH ST		NEW YORK	NY	10027	212-866-0206	
8636	UPPER EAST SIDE	321 E 62ND ST	GROUND FLOOR	NEW YORK	NY	10065	212-207-3267	212-207-3916
8640	NEWPORT SUPERIOR DIALYSIS CENTER	510 SUPERIOR AVENUE	SUITE 150	NEWPORT BEACH	CA	92663	949-574-4733	949-574-4743
8644	CRESCENT CITY HOME THERAPIES	3030 N ARNOULT RD		METAIRIE	LA	70002	504-455-2537	
8646	PEKIN HOME DIALYSIS	2361 BROADWAY ST		PEKIN	IL	61554	309-347-1632	309-347-1636
8647	FMC-BALBOA EAST LAKES DIALYSIS - JV	2391 BOSWELL RD		CHULA VISTA	CA	91914	619-397-0939	619-421-4907
8649	SALEM	19 KEEWAYDIN DR	STE A	SALEM	NH	3079	603-870-0969	603-870-0987
8650	SWEDESBORO	301 LEXINGTON RD	STE 300	SWEDESBORO	NJ	8085	856-467-2183	856-467-2156
8653	BRUNDIDGE	700 SARA G LOTT BLVD		BRUNDIDGE	AL	36010	334-735-0396	334-735-0397
8654	DAYTON ACUTES	707 S EDWIN C MOSES BLVD		DAYTON	OH	45417	937-234-2637	937-234-2637
8655	RANDALLSTOWN - JV	9109 LIBERTY RD		RANDALLSTOWN	MD	21133	410-655-5817	410-655-5878

8656 SO. TOM'S RIVER	970 HOOPER AVE		TOMS RIVER	NJ	8753	732-286-6502	732-240-3154
8657 CHARLOTTE ACUTE	133 UNION ST S		CONCORD	NC	28025	704-348-2950	704-358-9573
8658 LEXINGTON ACUTE	1101 WINCHESTER RD		LEXINGTON	KY	40505	859-225-4922	859-225-4716
8659 ATTLEBORO	111 PLEASANT ST		ATTLEBORO	MA	2703	508-226-0218	508-226-2485
8662 NEOSHO	915 W HARMONY ST	PO BOX 728 STE B	NEOSHO	MO	64850	417-455-9126	417-455-9145
8663 NISKAYUNA	2345 NOTT ST E		NISKAYUNA	NY	12309	518-346-5186	518-382-2671
8664 OAK FOREST	5340A 159TH ST		OAK FOREST	IL	60452	708-535-0080	708-535-0133
8666 HOLY NAME ACUTE							
8674 DODGE CITY ACUTE	204 W ROSS BLVD		DODGE CITY	KS	67801	620-225-7100	620-225-7362
8675 LIBERTY DIALYSIS - LIVERPOOL (ADMINISTERED)	1304 BUCKLEY RD		SYRACUSE	NY	13212	315-671-9950	315-671-9960
8681 SOUTHWEST OKLAHOMA CITY - JV	10301 GREENBRIAR PKWY		OKLAHOMA CITY	OK	73159	405-691-3433	405-691-3434
8683 NORTH THURSTON COUNTY CLINIC	8770 TALLON LN NE		LACEY	WA	98516	360-491-5076	360-491-0862
8687 BURLINGTON - JV	115 SUNSET RD		BURLINGTON	NJ	8016	609-387-1091	609-387-1015
8694 GULFPORT HOME THERAPIES - JV	3301 25TH AVE		GULFPORT	MS	39501	228-436-9819	228-432-1744
8701 MONTGOMERY ACUTES	100 MITYLENE PARK LN		MONTGOMERY	AL	36117	334-274-1315	334-274-9834
8702 SMOKY MOUNTAIN ACUTES	431 PARK 40 NORTH BOULEVARD		KNOXVILLE	TN	37923	865-690-7517	865-690-7518
8707 GLENDALE - JV	400 W ESTABROOK BLVD		GLENDALE	WI	53212	414-332-9960	414-332-2723
8708 27TH STREET BRANCH - JV	3120 S 27TH ST		MILWAUKEE	WI	53215	414-672-1006	414-672-1016
8709 CAPITOL - JV	4021 N 52ND ST		MILWAUKEE	WI	53216	414-873-3600	414-873-6479
8710 MIDWEST SOUTH - JV	3267 S 16TH ST	STE 203	MILWAUKEE	WI	53215	414-672-8230	414-672-0046
8711 RYAN ROAD - JV	9420 S 22ND ST		OAK CREEK	WI	53154	414-761-8080	414-761-8953
8712 LAKESHORE - JV	2000 E LAYTON AVE	STE 200	ST FRANCIS	WI	53235	414-744-4343	414-744-4399
8713 APPLETON AVENUE - JV	7793 W APPLETON AVE		MILWAUKEE	WI	53222	414-464-0820	414-464-1507
8714 KENOSHA - JV	6804 GREEN BAY RD	STE 108	KENOSHA	WI	53142	262-697-6323	262-697-6308
8715 RACINE - JV	5409 DURAND AVE		MT PLEASANT	WI	53406	262-598-8727	262-598-8836
8716 WAUKESHA - JV	111 ANN ST		WAUKESHA	WI	53188	262-542-6179	262-542-6182
8717 WEST BEND - JV	2050 CONTINENTAL DR		WEST BEND	WI	53095	262-306-2700	262-306-2704
8718 GOOD HOPE - JV	7701 W CLINTON AVE		MILWAUKEE	WI	53223	414-760-3090	414-760-3068
8725 GREATER BOSTON ACUTES - SOUTH	241 PARKINGWAY		QUINCY	MA	2169	617-328-1165	617-328-0904
8726 OAK PARK - JV	733 MADISON ST		OAK PARK	IL	60302	708-386-8757	708-386-8617
8728 EAST CHICAGO - JV	1207 E CHICAGO AVE		EAST CHICAGO	IN	46312	219-397-7751	219-397-9323
8729 MERRILLVILLE - JV	8670 BROADWAY		MERRILLVILLE	IN	46410	219-791-1000	219-791-1047
8730 GARY - JV	3290 GRANT ST		GARY	IN	46408	219-980-2860	219-980-3895
8731 PORTAGE - JV	5972 US HIGHWAY 6		PORTAGE	IN	46368	219-764-3637	219-764-8047
8732 CROWN POINT - JV	851 W BURRELL DR		CROWN POINT	IN	46307	219-662-2648	219-662-3659
8733 NORTH HAMMOND - JV	5454 HOHMAN AVE	RENAL BLDG.	HAMMOND	IN	46320	219-933-2089	219-933-2609
8734 DYER - JV	2150 GETTLER ST		DYER	IN	46311	219-322-3710	219-322-3719
8735 HOBART - JV	1330 S WISCONSIN ST		HOBART	IN	46342	219-947-9289	219-947-9392
8739 CONYERS - JV	1285 WELLBROOK CIR NE		CONYERS	GA	30012	770-922-0209	770-922-0106
8740 NEWTON - JV	11415 BROWN BRIDGE RD		COVINGTON	GA	30016	770-786-1005	770-786-0501
8741 HONEY CREEK - JV	1901 HONEY CREEK COMMONS SE		CONYERS	GA	30013	678-413-3751	678-413-3752
8742 LAWRENCEVILLE - JV	1115 HERRINGTON RD		LAWRENCEVILLE	GA	30044	770-962-3546	770-962-1406
8745 WEST ESSEX - JV	348 E NORTHFIELD RD		LIVINGSTON	NJ	7039	973-535-0667	973-533-0088
8751 CLACKAMAS - JV	13560 SE 97TH AVE		CLACKAMAS	OR	97015	503-659-8200	503-659-6782
8752 CLACKAMAS HOME - JV	13560 SE 97TH AVE		CLACKAMAS	OR	97015	503-496-4015	503-659-6782
8772 VENICE - JV	1120 INDIAN HILLS BLVD		VENICE	FL	34293	941-493-5969	941-493-0537
8779 MIDWEST DIALYSIS ACUTE	9200 W WISCONSIN AVE		MILWAUKEE	WI	53226	414-805-3102	414-805-7973
8781 BENTON HARBOR - JV	338 8TH ST		BENTON HARBOR	MI	49022	269-605-0135	269-605-0140
8785 JICARILLA APACHE NATION - DIALYSIS TREATMENT CENTER - M	450 N MUNDO DR		DULCE	NM	87528		
8795 FMC LAKELAND HOME - JV	1000 LAKELAND SQUARE EXT	STE 200	FLOWOOD	MS	39232	601-932-2124	601-932-2593
8797 COLUMBIA BASIN INPATIENT DIALYSIS SVCS.	510 N COLORADO ST	# C	KENNEWICK	WA	99336	509-783-7196	509-735-2182

8800	CAYEY	BO RINCON SECTOR LOMAS CARR 14 KM 31		CAYEY	PR	737	787-535-0707	787-263-1602
8802	CANNON VALLEY	396 SCHILLING DR S	SUITE 400	DUNDAS	MN	55019	507-645-6817	507-645-4178
8803	HEART OF LUBBOCK - JV	1607 W LOOP 289		LUBBOCK	TX	79416	806-795-0995	806-785-3745
8814	HAEMO STAT SOUTH EAST	7247 HAYVENHURST AVE	STE A1	VAN NUYS	CA	91406	818-376-4033	818-994-2744
8817	ROANOKE ACUTE	2021 APPERSON DR		SALEM	VA	24153	540-725-1796	540-725-3509
8819	VAL VERDE	608 N BEDELL AVE		DEL RIO	TX	78840	830-774-3031	830-775-0034
8822	FREDERICKSBURG HOME DIALYSIS	111 PARK HILL DR		FREDERICKSBURG	VA	22401	540-371-6306	540-371-6319
8825	WILLARD DIALYSIS CENTER	209 RAE CT		WILLARD	OH	44890	419-935-0521	419-935-0009
8826	LAKE MEAD NORTH - JV	1905 CIVIC CENTER DR	STE 201	NORTH LAS VEGAS	NV	89030	702-399-3855	702-399-3850
8827	WEST SAHARA - JV	7710 W SAHARA AVE	STE 120	LAS VEGAS	NV	89117	702-243-2763	702-243-9661
8834	SOUTH BEND - JV	320 S SAINT JOSEPH ST		SOUTH BEND	IN	46601	574-246-0752	574-246-0759
8836	BIRMINGHAM HOME - JV	35 W LAKESHORE DR		BIRMINGHAM	AL	35209	205-290-1197	205-290-1198
8838	DUNDALK - JV	1107 N POINT BLVD	STE 201	BALTIMORE	MD	21224	410-288-2010	410-288-2014
8839	ABRAMSON - JV	1425 HORSHAM RD		NORTH WALES	PA	19454	215-646-3525	215-646-3682
8848	GUADALUPE - JV	626 MERIDA ST		SAN ANTONIO	TX	78207	210-212-9300	210-212-8872
8853	WEST SAN ANTONIO - JV	411 N GENERAL MCMULLEN DR		SAN ANTONIO	TX	78237	210-433-6991	210-432-3280
8854	EAGLE PASS - JV	3065 MEGAN ST		EAGLE PASS	TX	78852	830-773-9545	830-757-5524
8855	CENTRAL SAN ANTONIO - JV	305 N FRIO ST		SAN ANTONIO	TX	78207	210-225-4733	210-225-6569
8856	VILLAGE OAKS - JV	11701 TOEPPERWEIN RD		LIVE OAK	TX	78233	210-655-4005	210-655-4413
8857	NEW BRAUNFELS - JV	1561 N INTERSTATE 35		NEW BRAUNFELS	TX	78130	830-606-0333	830-620-4281
8860	JOURDANTON - JV	1720 HIGHWAY 97 E		JOURDANTON	TX	78026	830-769-4125	830-769-3587
8861	ALAMO CITY - JV	805 CAMDEN ST		SAN ANTONIO	TX	78215	210-527-1308	210-527-0691
8862	NORTH CENTRAL BEXAR - JV	116 GALLERY CIR	STE 102	SAN ANTONIO	TX	78258	210-499-4003	210-499-5292
8863	LOCKEHILL - JV	10134 HUEBNER RD		SAN ANTONIO	TX	78240	210-641-6000	210-641-6033
8864	CARRIZO SPRINGS - JV	409 S 7TH ST		CARRIZO SPRINGS	TX	78834	830-876-3939	830-876-3901
8865	KIRBY - JV	4653 BINZ ENGLEMAN RD	STE 2	SAN ANTONIO	TX	78219	210-661-0201	210-661-0693
8866	SOUTHWEST SAN ANTONIO	134 CAMINO DE ORO		SAN ANTONIO	TX	78224	210-932-9156	210-932-9742
8867	BROADWAY - JV	8840 TRADEWAY ST		SAN ANTONIO	TX	78217	210-805-9880	210-805-8856
8868	INGRAM - JV	6945 ALAMO DOWNS PKWY		SAN ANTONIO	TX	78238	210-520-1000	210-509-4727
8869	DEL RIO - JV	2201 N BEDELL AVE	STE D	DEL RIO	TX	78840	830-775-7840	830-775-7291
8870	WEST SEGUIN - JV	757 W COURT ST		SEGUIN	TX	78155	830-379-1801	830-303-9661
8873	PLAQUEMINE - JV	24660 PLAZA DR		PLAQUEMINE	LA	70764	225-687-9100	225-687-9195
8874	BATON ROUGE FOSTER DRIVE DIALYSIS - JV	1919 N FOSTER DR		BATON ROUGE	LA	70806	223-354-1611	225-354-1655
8875	BATON ROUGE - JV	524 COLONIAL DR		BATON ROUGE	LA	70806	225-927-3311	225-927-9827
8876	BAKER - JV	4353 GROOM RD		BAKER	LA	70714	225-775-0217	225-775-7279
8878	WESTPORT - JV	2500 COMMERCIAL DR		PORT ALLEN	LA	70767	225-343-5753	225-387-0540
8879	PICARDY - JV	7638 PICARDY AVE	STE A	BATON ROUGE	LA	70808	225-766-5600	225-766-5779
8880	ZACHARY - JV	4709 SECRETARY DR		ZACHARY	LA	70791	225-654-1450	225-654-2459
8881	NEW ROADS - JV	107 FAIRFIELDS AVE		NEW ROADS	LA	70760	225-638-7395	225-638-7323
8882	AIRLINE - JV	5948 AIRLINE HWY		BATON ROUGE	LA	70805	225-357-9055	225-357-9154
8883	BATON ROUGE N. BLVD. - JV	2661 NORTH BLVD		BATON ROUGE	LA	70806	225-387-5777	225-387-5732
8884	ASCENSION DIALYSIS CTR - JV	17392 VALLEE CT		PRAIRIEVILLE	LA	70769	225-622-0685	225-622-7527
8885	FELICIANAS - JV	2995 RACE ST		JACKSON	LA	70748	225-634-2733	225-634-2844
8886	DENHAM SPRINGS - JV	137 VETERANS BLVD		DENHAM SPRINGS	LA	70726	225-665-2796	225-665-6329
8887	BON CARRE - JV	7656 REALTORS DR		BATON ROUGE	LA	70806	225-216-0388	225-216-0387
8888	HOWELL PLACE - JV	7707 HOWELL PLACE BLVD		BATON ROUGE	LA	70807	225-357-3798	225-357-3799
8889	MANCUSO LANE- JV	4848 MANCUSO LN		BATON ROUGE	LA	70809	225-766-6773	225-766-6774
8890	MANCUSO HOME PROGRAM - JV	4848 MANCUSO LN		BATON ROUGE	LA	70809	225-767-7844	225-819-4247
9005	ROUND LAKE, MN	3777 COON RAPIDS BLVD NW		COON RAPIDS	MN	55433	763-323-1234	763-323-6695
9006	LOWELL	847 ROGERS STREET	SUITE 101	LOWELL	MA	1852	978-441-5100	978-441-5133
9007	MERRIMACK VALLEY	100 MILK STREET		METHUEN	MA	1844	978-686-9900	978-688-7533

9008	XANTHUS - JV	1923 E 21ST ST	STE 100	TULSA	OK	74114	918-742-1239	918-744-3341
9009	SAPULPA - JV	1013 E CLEVELAND AVE		SAPULPA	OK	74066	918-227-3351	918-227-6449
9010	NORTH HARVARD - JV	1515 N HARVARD AVE	STE D	TULSA	OK	74115	918-835-5599	918-835-5967
9011	JANE PHILLIPS - JV	3500 STATE ST		BARTLESVILLE	OK	74006	918-331-1770	918-331-1328
9012	FMCNA - SOUTH TULSA - JV	8260 S LEWIS AVE		TULSA	OK	74137	918-299-2841	918-299-5125
9013	FMCNA- EAST TULSA - JV	5147 S GARNETT RD	STE C	TULSA	OK	74146	918-250-3427	918-459-4103
9014	FMCNA - NORTH TULSA - JV	2309A W EDISON ST	A	TULSA	OK	74127	918-592-0724	918-382-1783
9015	FMCNA - HENRYETTA - JV	2405 W MAIN ST	STE A	HENRYETTA	OK	74437	918-652-4418	918-652-0480
9016	FMCNA - MUSKOGEE - JV	3371 W BROADWAY ST		MUSKOGEE	OK	74401	918-682-2272	918-683-3161
9017	FMCNA- BAILEY MEDICAL CENTER - OWASSO	10205 N 110TH EAST AVE		OWASSO	OK	74055	918-272-2719	918-683-3161
9021	NORTH CENTER - JV	2620 W ADDISON ST		CHICAGO	IL	60618	773-248-0805	773-248-0805
9022	NEOMEDICA BRIDGEPORT - JV	825 W 35TH ST		CHICAGO	IL	60609	773-890-4330	773-880-4540
9023	POLK - JV	557 W POLK ST	STE 100	CHICAGO	IL	60607	312-834-0674	312-834-0653
9024	NEOMEDICA EVERGREEN PARK - JV	9730 S WESTERN AVE	STE 150	EVERGREEN PARK	IL	60805	708-423-8833	708-423-0689
9025	NEOMEDICAL HOFFMAN ESTATES - JV	3150 W HIGGINS RD	STE 190	HOFFMAN ESTATES	IL	60169	847-310-0074	847-310-1201
9026	NEOMEDICA MELROSE PARK - JV	1111 SUPERIOR ST	STE 204	MELROSE PARK	IL	60160	708-338-1780	708-338-1790
9027	NEOMEDICA MARQUETTE PARK - JV	6535 S WESTERN AVE		CHICAGO	IL	60636	773-778-7609	773-778-7628
9028	NEOMEDICA NORRIDGE (CUMBERLAND) - JV	4701 N CUMBERLAND AVE	STE 15-18A	NORRIDGE	IL	60706	708-456-0152	708-456-9450
9029	NEOMEDICA NORTH KILPATRICK - JV	4800 N KILPATRICK AVE		CHICAGO	IL	60630	773-545-3693	773-545-1561
9030	NEOMEDICA ROLLING MEADOWS - JV	4180 WINNETKA AVE		ROLLING MEADOWS	IL	60008	847-394-6250	847-394-4621
9031	NEOMEDICA SOUTH - JV	9200 S SOUTH CHICAGO AVE		CHICAGO	IL	60617	773-734-7433	773-734-8604
9032	NEOMEDIC SOUTH HOLLAND - JV	17225 PAXTON AVE		SOUTH HOLLAND	IL	60473	708-474-8700	708-474-9730
9033	NEOMEDICA SOUTH SHORE - JV	2420 E 79TH ST		CHICAGO	IL	60649	773-374-9002	773-374-7115
9034	WEST BELMONT - JV	4943 W BELMONT AVE		CHICAGO	IL	60641	773-685-7500	773-685-9939
9035	NEOMEDICA MUNSTER - JV	314 RIDGE RD		MUNSTER	IN	46321	219-836-9317	219-836-9364
9036	HAZELCREST - JV	17524 E CARRIAGEWAY DR	STE 4	HAZEL CREST	IL	60429	708-798-2899	708-798-4838
9037	BURBANK DIALYSIS CTR - JV	4811 W 77TH ST		BURBANK	IL	60459	708-229-0584	708-229-0589
9038	FMC NILES - JV	9371 N MILWAUKEE AVE		NILES	IL	60714	847-581-0334	847-581-0430
9039	LAKEVIEW - JV	4008 N BROADWAY ST		CHICAGO	IL	60613	773-248-3105	773-248-4691
9040	MIDWAY - JV	6201 W 63RD ST		CHICAGO	IL	60638	773-229-8268	773-229-8266
9041	ROSELAND, IL - JV	132 W 111TH ST		CHICAGO	IL	60628	773-995-1783	773-995-1785
9042	ROSS DIALYSIS - ENGLEWOOD - JV	6333 S GREEN ST	STE 1	CHICAGO	IL	60621	773-873-0271	773-892-2616
9043	CHATHAM - JV	8710 S HOLLAND RD		CHICAGO	IL	60620	773-723-2536	773-723-2541
9044	SOUTH DEERING - JV	10559 S TORRENCE AVE		CHICAGO	IL	60617	773-768-7100	773-768-7116
9045	LOGAN SQUARE - JV	2721 N SPAULDING AVE		CHICAGO	IL	60647	773-292-2971	773-292-2969
9048	FAIRBANKS - JV	1863 AIRPORT WAY		FAIRBANKS	AK	99701	907-452-2900	907-452-2808
9065	NORMAL	1531 E COLLEGE AVE	STE 1	NORMAL	IL	61761	309-451-1171	309-451-1178
9070	SELLERSVILLE - JV	1105 BETHLEHEM PIKE		SELLERSVILLE	PA	18960	215-257-0950	215-257-0954
9072	FREEDOM CENTER HOME	52 S UNION RD		WILLIAMSVILLE	NY	14221	585-694-0308	585-424-5122
9076	DES PLAINES AIN - JV	1625 OAKTON PL		DES PLAINES	IL	60018	847-795-0014	847-795-0087
9080	JUNEAU ACUTE - JV	3260 HOSPITAL DR	BARLETT REGIONAL HOS	JUNEAU	AK	99801	907-790-3002	709-790-3014
9083	LA MESA - JV	5995 SEVERIN DR		LA MESA	CA	91942	619-462-9992	619-462-9997
9084	EAST COUNTY - JV	570 N 2ND ST		EL CAJON	CA	92021	619-588-7500	619-588-1739
9091	WOODLANDS HOME THERAPIES							
9093	FRANKLIN HOME	60 WHEATON AVE		YOUNGSVILLE	NC	27596	919-554-8534	919-554-8932
9095	TWO RIVERS	1355 S FRONTAGE RD	STE 380	HASTINGS	MN	55033	651-437-0256	651-437-0268
9097	PHILADELPHIA METRO ACUTES	1036 EASTON RD		WILLOW GROVE	PA	19090	215-657-6780	215-657-6856
9104	POPLAR BLUFF HOME	2210 BARRON RD		POPLAR BLUFF	MO	63901	573-785-0149	417-255-0682
9108	MADISON DIALYSIS CENTER OF MATAWAN - JV	625 STATE ROUTE 34		MATAWAN	NJ	7747	732-566-5050	732-566-5455
9123	REEDLEY - JV	1421 N ACACIA AVE		REEDLEY	CA	93654	559-637-1676	559-638-4653
9145	FREEDOM CENTER NEWARK - JV							

9146 FREEDOM CENTER NEWARK II - JV
9150 ROANOKE MEMORIAL ACUTES
9155 MONTEFIORE NEW ROCHELL ACUTE
9156 ORANGE REGIONAL MEDICAL CTR - ACUTE
9157 OUR LADY OF LOURDES MEMORIAL HOSPITAL
9158 SAMARITAN MEDICAL CTR ACUTE
9159 ST. LUKES CORNWALL HOSPITAL
9160 VESTAL UHS BINGHAMTON ACUTE
9161 VESTAL UHS WILSON HOSPITAL

Exhibit 3.

State Licensing and Certification Entities

Elba Goldman, Acting Director of Division of Provider Services
Guy Nevins, Deputy Dir. For Certification
Dina Donavan, Deputy Director for Licensure
Licensure and Certification
Environmental and Health Standards Bureau
Alabama Department of Public Health
201 Monroe Street, Suite 600
P.O. Box 303017
Montgomery, AL 36104
(334) 206-5175

Administrator, Health Facilities Licensing & Certification
4730 Business Park Blvd, Suite 18
Anchorage, AK 99503-7137
Phone: (907) 334-2481
Fax: (907) 334-2400

Kathy McCanna, Program Manager
Helena Hoover, Team Leader
Licensure and Certification
Medical Facilities Section
Arizona Department of Health Services
1647 E. Morten Avenue, Suite 160
Phoenix, AZ 85020
(602) 674-4340

Wanda Theus, Director Certification
Health Facilities Services Bureau
5800 West Tenth Street, Suite 400
Little Rock, AR 72204
Health Facilities Licensure Program
(501) 661-2201

California Headquarters
Brenda Clutz, Director
Licensing and Certification Program
California Department of Health Services
1615 Capital Avenue
Sacramento, CA 94234-7320
(916) 552-8700

Barbara Gagne, District Manager
Licensure and Certification
Berkeley District Office
California Department of Health Services
1625 Shattuck Ave., Suite 200
Berkeley, CA 94704
(510) 540-2417
(800) 554-0352

Heli Feixeira, District Manager
Licensure and Certification
Santa Rosa/Redwood District Office
California Department of Health Services
2170 Northpoint Parkway
Santa Rosa, CA 95407
Phone: (707) 576-6775
Fax: (707) 576-2418

Connie Schagunn, District Administrator (North)
Licensure and Certification
San Diego District Office
7575 Metropolitan Drive, Suite 104
San Diego, CA 92108
Phone: (619) 278-3700
Fax: (619) 278-3725

Donna Loza, District Administrator (South)
Licensure and Certification
San Diego District Office
California Department of Health Services
7575 Metropolitan Drive, Suite 211
San Diego, CA 92108
Phone: (619) 688-6190
Fax: (619) 688-6444

Greg Hannan, District Administrator
Licensure and Certification
Santa Rosa District Office
California Department of Health Services
50 Old Courthouse Square, Suite 200
Santa Rosa, CA 95404
(707) 576-2380

Albert Quintero, District Administrator
Licensure and Certification
San Jose District Office
California Department of Health Services
1 Almaden Blvd., 9th floor
San Jose, CA 95113
(408) 277-1784

Victor Arkin, Chief
Licensure and Certification
Los Angeles District Office
California Department of Health Services
5555 Ferguson Drive, 3rd Floor
Commerce, CA 90022
(213) 869-8500

Lana Pimbley, District Manager
Licensure and Certification
Ventura District Office
California Department of Health Services
1889 North Rice Avenue, Suite 200
Oxnard, CA 93030
(805) 604-2926

Reba Gutierrez, District Administrator
Licensure and Certification
Fresno District Office
California Department of Health Services
7170 North Financial Drive, #110
Fresno, CA 93720
(209) 437-1500

Joan Change, District Administrator
Licensure and Certification
Riverside District Office
California Department of Health Services
625 E. Carnegie Drive, Suite 280
San Bernardino, CA 92408
(909) 388-7170

Cathy Devanport, Program Manager
Licensure and Certification
Health Facilities Division
Colorado Department of Health
4300 Cherry Creek Drive South
Denver, CO 80222-1530
(303) 692-2800

Wendy Frhils, Director
Hospital and Medical Care Division
Licensure and Certification
Connecticut Department of Health Services
410 Capitol Avenue, MS #12th Floor
P.O. Box 340308
Mail Station 12HFL
Hartford, CT 06134-0308
(860) 509-7400

Mary Peterson
Director of Health Facilities Licensing and Certification Division
Delaware Department of health
2055 Limestone Road, Suite 200
Wilmington, DE 19808
(302) 995-8521

Judith McPherson, Program Manager
Health Facility Division
Service Facility Regulation Administration
DC Department of consumer and Regulatory Affairs
825 North Capitol St. NE, 3rd Floor
Washington, DC 20002
(202) 442-5999

Liz Dudek, Director
Licensure and Certification
Hospital Unit
Division of Health Quality Assurance
Florida Agency for health Care administration
Health Facility Regulation
2727 Mahan Drive, MS-32
Tallahassee, FL 32308
(850) 487-2717

John Williams, Program Director
Health Care Section
Office of Regulatory Services
Georgia Department of Human Resources
2 Peach Tree Street, Suite 33-250
Atlanta, GA 30303-3167
(404) 657-5411

Gerald Chung, Medicare Certification Officer
Sharon Matsubara, Nurse Supervisor
Office of Health Care Assurance
Hospital & Medical Facility Branch
601 Kamokila Blvd., Room 395
Kapolei, HI 96707
(808) 233-7742

Sylvia Crestwell, Supervisor
Bureau of Facility Standards
Towers Building, 3rd Floor
Boise, ID 83720-0036
(208) 334-6626

Catherine M. Stokes, Chief
Division of Health Facility Standards Illinois Department of Public Health
525 West Jefferson
Springfield, IL 62761-0001
(217) 782-4977

Lana Richmond
Acute Care Division – Certification
Indiana State Department of Health
2 North Meridian, 4A
Indianapolis, IN 46204
(317) 233-7742

Steven Young, Director
Department of Inspections and Appeals
Health Facilities Division
Lucas State Office Building
321 East 12th Street
Des Moines, IA 50319
(515) 281-5457

Robin Rowe
Division of Community Health Services
Office of Inspector General
275 E. Main, 5E-A
Frankfurt, KY 40621
(502) 564-2800

Joseph Kroll, Director
Bureau of Health Facilities
Kansas Department of Health and Environment
900 SW Jackson, Suite 1001
Topeka, KS 66612
(785) 296-0056

Charles Purcell, ESRD Program Manager
Division of Licensing and Certification
Louisiana Department of Health and Hospitals
500 Laurel Street, Suite 100
Baton Rouge, LA 70821
(225) 342-5782

Louis T. Dorogi, Director
Sandra Bethanis, Assistant Director
Division of Licensing and Certification
Maine Department of Human Services
35 Anthony House
State House – Station 11
Augusta, ME 04333
(207) 287-9300

Carol Benner, Director
Division of Licensing and Certification
Maryland Department of Health and mental Hygiene
Spring Grove Hospital Center
Office of Health Care Quality
55 Wade Avenue
Catonsville, MD 21228
(410) 402-8002

Paul Dreyer, Director
Sandra Mischken, ESRD program Manager
Licensure and Certification
Division of Health Care Quality
Massachusetts Department of Public Health
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Boston, MA 02111
(617) 753-8000

Linda Burns Chief
Michigan Department of Consumer and Industry Services
Division of Licensing and Certification
Bureau of Health Systems
P.O. Box 30664
Lansing, MI 48908
(517) 241-4160

Carol Hirschfeld, Supervisor for Prog. Assurance
Division of Facility and Provider Compliance
Minnesota Department of Health
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St. Paul, MN 55101
(651) 215-8719

Vicki Maddox, Director
Division of Licensure and Certification
Mississippi Department of Health
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Jackson, MS 39215-1700
(601) 576-7300

Lois Kollmeyer, Director
Division of Health Standards and Licensure
Missouri Department of Health
921 Wildwood
P.O. Box 570
Jefferson City, MO 65102
(573) 751-6271

Larry Barnes
Division of Facilities Services
North Carolina Department of Human Resources
Raleigh, NC 27603
(919) 715-8058

Nancy Brown, Team Leader
Nebraska Department of Health and Human Services Regulation and Licensure
Credentialing Division
P.O. Box 95007
Lincoln, NE 68509-5007
(402) 471-2946

Jeanne Anspach, Director
Department of Human Resources
Department of Health Division
Bureau of Licensure and Certification
4220 South Maryland Pky. Suite 81
Los Vegas, NV 89119
(702) 486-6515

Robert Ehlers, Bureau Chief-Certification
Theresa Jarvis, Bureau Chief –Licensures
Office of Program Support
Licensure and Certification
Bureau of Health Facilities Administration
New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
(603) 271-4814

John Calabria, Director
Certificate of Need and Acute Care Licensure Program
New Jersey Department of Health
Market and Warrant Streets, Rm 403
Trenton, NJ 08625-0367
(609) 292-7228

Wilma Hammar, Director
Bureau of Health Facility Licensing and Certification
Department of Health
2040 S. Pacheco, 2nd Floor, Rm 413
Santa Fe, NM 87505
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Val S. Gray, Acting Director
Health Facilities Management
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Empire State Plaza
Albany, NY 12237
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Bridgette Smith
Ohio Department of Health
Licensure of Dialysis Facilities
(614) 752-4788
246 North High Street, 3rd Floor
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Columbus, OH 43216-0118

Carol Fatzer, Director
Home Services Division
Medical Facilities Division
Oklahoma State Department of Health
1000 NE Tenth, Room 1114
Oklahoma City, OK 73117-1299
(405) 271-6576

Ron J. Prinslow, Manager
DHS, Health Care Licensure and Certification
Portland State Office Building
800 NE Oregon Street
Portland, OR 97232
(971) 673-0540

Jan Staloski, Director
Department of Health
Division of Home Health
132 Kline Plaza, Suite A
Health and Welfare Building
Harrisburg, PA 17104
(717) 783-1379

Johnny Rullan, Secretary of Health
Ricardo Torres-Munoz, Auxiliary Secretary
Licensure and Certification
Puerto Rico Department of Health
P.O. Box 70184
San Juan, PR 009363

Wayne Farrington, Chief
John Wojcik, CON
Licensure and Certification
Health Facilities Regulation
Rhode Island Department of Health
3 Capitol Hill
Providence, RI 02908-5097
(401) 222-2788

Robert Lawyer, Team Leader
Region III
South Carolina Department of Health and Environmental Control
Health Licensing Section
2600 Bull Street
Columbia, SC 29201
(803) 727-7202

Dot Elder
Health Care Facilities
1st Floor
Cordell Hull Building
425 Fifth Avenue N.
Nashville, TN 37247
(615) 741-7221

Facility Licensing Group Mail Code 1980
Texas Department of State Health Services
1100 W. 49th Street
Austin, TX 78756-3199
(512) 834-6646

Nancy Hofheimer, Director
Center for Quality Health Care Services & Consumer Protection
Virginia Department of Health
3600 West Broad Street, Suite 216
Richmond, VA 23230
(804) 367-2102

John M. Wilkinson, Director
Health Facilities Licensure and Certification
Administration and Oversight
West Virginia Department of Health
1900 West Kanawha Blvd., Room 550, Bldg. 3
Charleston, WV 25305
(304) 558-0050

Lydia Reitman
Bureau of Quality Assurance
Department of Health and Family Services
P.O. Box 2969
Madison, WI 53701-2969
(608) 266-7881

Jean McLean, RD, Section Manager
Wyoming Department of Health
Office of Healthcare Licensing and Surveys
2020 Carey Avenue, 8th Floor
Cheyenne, WY 82002
(307) 777-7123

Exhibit 4.

Letter of Intent

Fresenius Kidney Care
5251 DTC Parkway, Suite 500, Greenwood Village, CO, 80111
T +1 303 712 1802 F +1 720 941 6675

September 28, 2018

Janis Sigman, Program Manager
Certificate of Need Program
Washington State Department of Health
111 Israel Road SE
Tumwater, WA 98501

Re: Letter of Intent: FMC Leah Layne--Special Circumstance Expansion

Dear Ms. Sigman:

Pursuant to Washington Administrative Code ("WAC") 246-310-818, Special Circumstance One or Two Station Expansion, Inland Northwest Renal Care Group, LLC intends to file a certificate of need to expand FMC Leah Layne. In accordance with WAC 246-310-080, the following information is provided:

1. Description of the services proposed:

   Add an additional one (1) dialysis station to FMC Leah Layne, located in the Adams County ESRD Dialysis Planning Area.

2. Estimated Cost of the Proposed Project

   Estimated capital expenditures are $680.00 for this expansion.

3. Description of the Service Area:

   The service area is the Adams County Planning Area.

Please feel free to contact me if there are any questions on the enclosed application. I can be reached at 303.712.1802 or luca.chiastra@fmc-na.com.

Yours truly,

Luca Chiastra
Regional Vice President, Rocky Mountain Region
Fresenius Kidney Care

Exhibit 5.

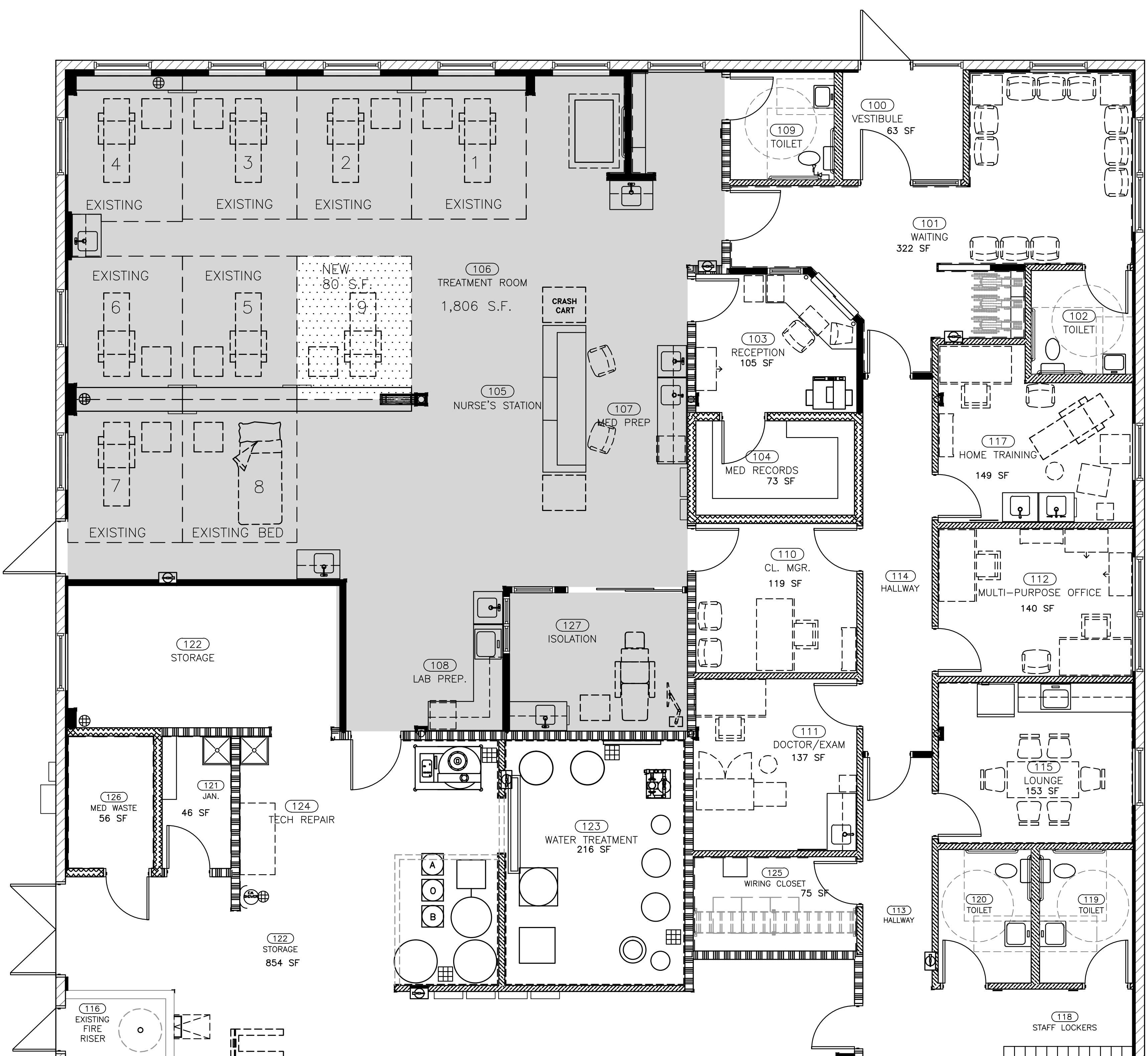
Single Line Drawing

ACTUAL SQUARE FOOTAGE AND MAXIMUM ALLOWABLE
TREATMENT AREA SQUARE FOOTAGE

CATEGORY	SQUARE FOOTAGE
ACTUAL SQUARE FOOTAGE	
TREATMENT FLOOR SPACE- STATIONS ACTUAL	
IN-CENTER DIALYSIS STATION (8)	640
ISOLATION STATION (1)	120
PERMANENT BED STATION (1)	80
SUB-TOTAL TREATMENT FLOOR SPACE	840
OTHER TREATMENT FLOOR SPACE	966
TOTAL TREATMENT FLOOR SPACE	1,806
NON TREATMENT FLOOR SPACE	3,409
TOTAL SQUARE FOOTAGE - ACTUAL	5,215

MAXIMUM ALLOWABLE TREATMENT AREA SQUARE FOOTAGE CALCULATION
MAXIMUM TREATMENT AREA SQUARE FOOTAGE

GENERAL USE/NON-ISOLATION (8) X 150	1,200
ISOLATION STATION X 200	200
BED STATION X 200	200
TOTAL STATION SPACE	1,600
OTHER TREATMENT FLOOR SPACE @ 75% OF STATION SPACE	1,200
TOTAL	2,800



N

Proposed Floor Plan

NOT TO SCALE

Fresenius
Kidney Care -
Othello Dialysis

530 S. 1st. Avenue
Othello, Washington

5,215 S.F.

10.21.18

One Architecture

8801 N. Central Ave
Suite 101
Phoenix, Arizona 85020

602-266-2712 Phone
602-266-1688 Fax

www.onearchitecture.us

Exhibit 6.

Charity Care/Indigence Policy

Ethics and Compliance Department

Policy

Indigent Waiver Program

Key Points

1. The Indigent Waiver Program assists eligible patients who:

- Are unable to obtain insurance coverage
- Lack the financial resources to pay for medical services

Note: FreseniusRx operates a different Indigent Waiver Program for qualified low-income Medicare Part D Extra help patients. *

2. The Indigent Waiver Program applies only to charges the patient is personally liable for.

3. The Indigent Waiver Program is a "last resort" when there are no other payment options for the patient.

4. Patients may qualify for full or partial waivers based on a sliding scale schedule.

5. The Indigent Waiver Program cannot be advertised to patients, prospective patients or referral sources.

6. Indigent waivers are valid for one (1) year from date of approval.

* See the *Financial Assistance Program: Compliance Requirements Policy* for additional information. https://fmc4me.fmcna.com/idc/idcplg?IdcService=GET_FILE&Rendition=Primary&RevisionSelectionMethod=Latest&dDocName=PDF_3000071822

Continued on next page

Ethics and Compliance Department

Policy

Definition: Indigent Waiver

An Indigent Waiver excuses all or part of a patient's financial obligation to pay for items or services provided by FMCNA.

Definition: Family

"Family" is defined as the patient and immediate family members residing with the patient or who are legally financially responsible for the patient.

Qualifications

The Patient applying for the waiver program must meet eligibility criteria for both:

1. Annual Income
2. Net Worth (Assets)

When appropriate, patients may qualify for partial indigent waivers based upon a Sliding Fee Scale Matrix, as determined by the FMCNA Business.

	Eligibility Criteria
Annual Income Limit	The annual income limit will be determined by each FMCNA business based on industry research conducted, and documented, by the business.
Net Worth	Must have a family net worth less than [amount determined by the business] at the time of application.

Retroactive Waivers

- Patients may be eligible for retroactive waivers if they meet the business specific criteria for annual income and net worth for the entire period requested.
- Retroactive waivers > than six (6) months require approval of a VP level manager or above.

Continued on next page

Documentation

- The Indigent Waiver Form must be completed.

Requirements for Individual Patient Waiver

- All required fields must be completed.

Documents for Qualifying the Patient for the Program

The following is a sample of documents that can be used to determine a patients' family income. For those documents that may be direct deposit, a copy of the account statement is required:

- Pay Stub – (Pt/Spouse/Dependents)
- Social Security Award Letter
- SSA deposited
- Retirement/Disability Check
- Checking/Savings Account Statements (all pages even if blank)
- Stocks/Bond Statements
- Tax Bill/Appraisal (owned land/property – except principal residence)
- 401k/IRA (If over 65)
- Most recent Tax Return (if claiming dependents)

Financial Review Period

Review of one (1) month of patient's income and/or expenses, no more than 3 months old.

Eligibility Period

- The indigent waiver is valid for **one (1) year** from the 1st date of the month of approval.
- Eligibility period may be for less than 1 year if patient will qualify for insurance within the year period.
- A full review of a patient's annual income and net worth is required every twelve (12) months to extend a waiver for subsequent periods.
- Re-evaluation is required when staff is notified or receive information that a patient's financial status has changed, or information used to qualify a patient is incorrect or incomplete.

Continued on next page

Document Retention of Patient Billing Information

- Documentation of approved Indigent Waivers with all correspondence used for approving or renewing the waivers, including retroactive waivers is to be retained per the FMCNA Record Retention Schedule (Record Code AC2-10).
- Tax Clearance approval is required for destruction of these documents.
- Each FMCNA Business will determine who is responsible for maintaining these documents.

End of document

Exhibit 7.

Admission Policy

FRESENIUS MEDICAL CARE

FMS Clinical Services

Policy

Patient Admission

Purpose To guide facility management on the admission process for all patients being admitted to an FMS dialysis facility.

Responsibility Medical Director, Clinical Manager or Registered Nurse , Master's Social Worker, Registered Dietitian and Facility Secretary as defined in this policy, Central Admissions Office, Central Verification Office

General Policy

This policy applies to In-Center, Home and Transient Patients.

Where medically appropriate and consistent with this policy, facilities shall admit and treat patients needing dialysis without regard to race, creed or religion, color, age, sex, disability, national origin, marital status, diagnosis and/or sexual orientation.

Each patient admitted will be followed by an attending physician on the facility's medical staff or physician who has been granted temporary privileges at the facility.

All services provided by the FMCNA facility are available to all patients:

- For whom they are medically suitable,
- Based on the clinical judgment of the physician, and
- The willingness of the responsible party to pay for such services.

In the case where the Medical Director determines the patient is too acutely ill or not appropriate for outpatient dialysis care, the decision for admission to the facility shall be made by the Governing Body pursuant to the *Documentation Required for Medical Clearance* section of this policy.

The Clinical Manager or designee is responsible for scheduling the patient for dialysis treatments in a manner consistent with the attending physician's dialysis prescription, patient needs, and available time slots.

The patient and/or his or her family shall designate a person to be notified in case of emergency.

Patient Referrals

Patients may be referred by their physician, a hospital, another dialysis facility or as a self-referral.

All referrals for permanent admissions are directed to the Central Admissions Office (CAO) which then contacts the dialysis facility for placement. The CAO obtains the minimum necessary information required from the referral source to medically and financially clear the patient for admission.

The CAO forwards this information to the following:

- The facility where the patient is seeking admission for medical clearance and,
- Central Verification Office for financial clearance (see Patient Admissions and Readmissions policy, FMS-AR-040-020A, 122-040-020.)

Patient Change of Modality or Transfer to another FMS Facility

The Clinical Manager or his/her designee must contact the CAO when there is a modality change or the patient transfers to a different FMCNA facility. The CAO will initiate a new admission template packet to be completed with the patient.

Documentation Required for Medical Clearance

A patient shall be medically cleared for treatment when dialysis treatment is deemed indicated and appropriate according to the clinical judgment of the patient's Attending Physician. In the case where the Medical Director determines the patient is too acutely ill or not appropriate for outpatient dialysis care, then the decision for admission to the facility shall be made by the Governing Body.

NOTE: Requests to admit a patient with an external device such as left ventricular assist device (LVAD) or LifeVest Defibrillator requires approval from the corporate medical office.

FMS Clinical Services

Policy

Patient Admission

Documentation Required for Medical Clearance, cont.

The following information is necessary prior to a patient's admission and is reviewed by the Medical Director and Clinical Manager or RN designee.

REQUIRED
• For patients new to dialysis: at a minimum a Hepatitis B surface antigen (HBsAg) result obtained within 30 days prior to the admission date • History and Physical or a hospital or clinic discharge notes or summary • Dialysis Orders • Current Medication List • Last Three (3) Dialysis Flow sheets (from hospital or incenter • treatment (if applicable or available)Admission or Demographic Sheet • Allergy Status Note: For transient or transfer patients: All patients must have a documented hepatitis B antigen (HBsAg) or antibody (HBsAb) result prior to admission to the facility. HBsAg results must have been reported within 30 days of admission. If the patient has hepatitis antibodies (HBsAb), the results must have been report within the past 12 months. Any discrepancies or questions related to admitting a patient and/or a patient's hepatitis results should be reported by the Clinical Manager to their Corporate Clinical Quality Manager.
MOST RECENT AND IF AVAILABLE
• Nursing, Nutrition and Psychosocial assessment or Comprehensive Interdisciplinary Patient Assessment • Care plans or Comprehensive Plan of Care • EKG report • Chest x-ray report • Physician's Progress Note • Current lab results including chemistries and CBC • 2728 Form if transferring from another facility or an ESRD certified hospital

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Patients with Prior Behavioral Issues

A referred patient who has exhibited behavioral issues in the hospital, another facility or during the admission process, such that they reasonably constitute a danger to themselves or to others, may be denied admission to the dialysis facility.

However, a patient who has been involuntarily discharged from another FMS facility or other provider is not automatically excluded from admission. The decision to admit a patient who has exhibited behavioral issues or was previously discharged from another facility due to behavioral issues shall be made by the facility management in collaboration with the patient's attending physician and the Medical Director.

Patient Unable to Sign Admission Documents Due to Being Deemed Incompetent or Incapable of Health Care Decision Making

The Regional Vice President must be contacted by the Central Admissions Office or facility if questions arise regarding the mental capacity or competency of a patient or the legal authority of another party to sign on the patient's behalf. The RVP is responsible for consulting the Law Department for guidance before the admission process can proceed.

The patient cannot be dialyzed if:

- The patient has been deemed by a physician to be incompetent or to lack mental capacity consistent with state law,
- The patient does not have an appropriate legal guardian or an agent with a valid healthcare power of attorney or healthcare proxy, and
- The law department determines that state law does not permit family members to give consent.

Who is Authorized to Sign Admission Documents?

Patients must have the mental capacity/competency to consent to treatment and sign admission forms in order for treatment to be given in the facility, except as described below.

If a patient has been deemed by a physician to lack the mental capacity/competency to consent to treatment, a Legally Authorized Person may consent to the patient's treatment and may sign the admission forms.

NOTE: State laws vary on who may consent to treatment on the patient's behalf if the patient lacks capacity or competency to consent.

In some states, family members or persons permitted by state law may consent to the patient's treatment and sign the admission forms even if such persons do not hold a power of attorney for healthcare or healthcare proxy as the Law Department will determine.

For purposes of this Policy, a 'Legally Authorized Person " is as follows:

(a) The patient's legal guardian or someone who hold a valid power of attorney for healthcare/healthcare proxy or who may sign on behalf of the patient under state law as determine by the Law Department.

(b) A parent or legal guardian if the patient is a minor.

NOTE: If there is any doubt the person is authorized to sign the consent contact the Law Department.

Patient Appears Unable to Consent for Treatment

If a patient comes for their first treatment and does not appear to have the mental capacity/competency, the nurse:

- must notify the patient's attending physician of the patient's perceived incapacity to understand and his/her inability to consent, and
- should seek confirmation whether a medical determination of incompetency or lack of capacity has been made in the medical record consistent with state law, and
- should attempt to contact any emergency contacts listed on the patient's admission paperwork in an attempt to find a family member who can
  - provide proof of guardianship/power of attorney for healthcare or healthcare proxy (which must be provided at the time of admission, prior to treatment being provided), or
  - assist in providing valid consent to treatment, if permitted under state law, or who can obtain legal authority/guardianship to represent the patient.

Required Documents that must be Signed Prior to First Dialysis Treatment

The Clinical Manager or designee will conduct an admission interview with all new patients.

The following documents and any state-specific required documents must be reviewed with and signed by the patient and/or their Legally Authorized Person before or at their first scheduled dialysis treatment:

- Informed Consent for Dialysis (appropriate to modality chosen)
- Admission Agreement (appropriate to modality chosen)
- FMCNA Notice of Privacy Practices and Acknowledgment of Receipt of Notice of Privacy Practices Form (or document such efforts consistent with this policy)
- Facility's Assignment of Benefits
- Medicare Secondary Payor Questionnaire (MSPQ)
- Spectra Assignment of Benefits

Consent to Receive, Use and Disclose Health Information for Treatment Payment and Health Care Operations

Note: Patients or their Legally Authorized Persons not be asked to sign consent forms for services that are not being provided (ex. blood transfusion consent) until the actual service is needed. Blank consents forms should never be signed or used.

Copies of all insurance cards, front and back, including prescription drug plans, should be made at the time of admission.

All required Admission forms are filed in the patient's medical record. In addition, the Clinical Manager should refer to the Admission Form Distribution Guide FMS-CS-IC-I-103-009D1 to determine the appropriate distribution for each of the forms.

FMCNA Notice of Privacy Practice

A copy of the "FMCNA Notice of Privacy Practices (NPP)" must be given to each patient that is receiving direct care from an FMCNA provider prior to the patient's first treatment (see Privacy Notice Procedure COR-COMP-PS-0-001-001C1).

Patients have a right to review this Notice of Privacy Practices prior to signing the "Acknowledgement of Receipt of the NPP" form (See COR-COMP-PS-0-001-001D3). The "Acknowledgement of Receipt of the NPP" form should be signed by the patient or Legally Authorized Person, prior to the patient's first treatment from an FMCNA direct provider of care. This form serves as an acknowledgement of receipt of the FMCNA Notice of Privacy Practices.

NOTE: This form is **not** a condition for treatment. If the patient refuses to sign the acknowledgement form, the FMCNA staff should document the efforts that were made to obtain their signature and document that the FMCNA Notice of Privacy Practices was provided to the patient. This documentation should be made on the acknowledgement form and should be witnessed by another staff member. The acknowledgement form should be kept as part of the permanent active medical record.

A copy of this notice must also be posted in a clear and prominent location readily visible to patients in each FMCNA physical service delivery site. This notice will also be posted on the FMCNA web site. In addition, whenever the notice is revised, the FMCNA direct provider must make the notice available upon request.

Additional Information Provided During Admission and Orientation Process

All new admissions to the facility will receive the following information:

- Patient Rights and Responsibilities within the first six (6) treatments
- Patient Complaints and Grievances information.
- Information about the members of the healthcare team and contact information for the facility and members of the team
- Specific information contained in the Patient Rights and Responsibilities and Patient Complaints and Grievances information that relate to facility policies that affect patients should be reviewed with the patient or Legally Authorized Person by the RN or Master's Social Worker during the patient's subsequent treatments as part of the admission orientation process.
- Facility policy information that should be reviewed includes, but is not limited to: conditions for routine and involuntary discharge, if interruption of treatment to use the restroom is needed, visitor policy, eating and

drinking policy and weapons and firearms policy.

Advance Directive/DNR Status

All new admissions to the facility will be asked if they have an Advance Directive and/or a valid state specific Do Not Resuscitate Order. If the patient or Legally Authorized Person indicates that these exist, the facility will ask that a copy be provided to be added to the patient's medical record.

All new admissions will be given the "FMCNA Notice of Do Not Resuscitate (DNR) Practices" information sheet and must sign the "Acknowledgement of Receipt of FMCNA Notice of Do Not Resuscitate Practices". A Registered Nurse or Social Worker also must complete and sign the Acknowledgement and retain it in the patient's medical record.

Until a valid state specific Do Not Resuscitate Order is provided or executed by the patient or Legally Authorized Person, the patient will be considered a full code. For additional information, refer to Do Not Resuscitate Order policy and procedure and Advance Directive Policy.

•

Information Regarding Modalities and Schedules

The patient shall be made aware of and afforded access, where available, to all treatment modalities provided by the facility as appropriately certified or licensed by the state:

In-center Hemodialysis
Self-care Dialysis
Nocturnal In-center Hemodialysis
Home Hemodialysis (Nocturnal and Daytime)
Continuous Ambulatory Peritoneal Dialysis
Continuous Cycling Peritoneal Dialysis
Referral for Renal Transplantation

Additionally, the patient shall be provided with resource information for dialysis modalities not offered by the facility, including information about alternative scheduling options for working patients.

FRESENIUS MEDICAL CARE

Patient Admission

Related Policies & Procedures	Patient Admissions and Readmissions: In-Center, Home and Transient eCube Procedure for transmitting documents to eCube Document Imaging (If applicable) Patient Rights and Responsibilities Patient Complaints and Grievances policy and procedure Advance Directive policy Full Resuscitative Measures Policy Do Not Resuscitate Order policy and procedure Routine and Involuntary Patient Discharge Visitor's Policy Eating and Drinking Policy Interruption of Treatment Weapons and Firearms Policy Records Management Policy, Filing, Storage, Preservation and Destruction of Records Strong Bones Healthy Heart Program Guidelines Policy

END OF DOCUMENT

Fresenius Medical Care

FMS Clinical Services

Procedure

Patient Admission

Procedure for Admitting a Patient

Follow the steps below for admitting a patient:

Step	Procedure
1.	Each facility is assigned to a Central Admissions Office (CAO), which coordinates the referral and facility placement process for all new, transient and/or seasonal patients. The CAO will notify the facility and inquire about availability. Dialysis treatment times will be coordinated with the Clinical Manager or his/her designee.
2.	The CAO will collect and send required: • Financial information to the Billing Group or Central Verification Office (CVO) for verification and if necessary obtain all missing information from the mandatory medical record documentation. • Clinical information listed below to the Clinical Manager or designee for review. The CAO will also attempt to collect the additional items listed if these items are available.
3.	The Medical Director and Clinical Manager or nurse designee reviews the clinical information provided prior to the patient's first dialysis treatment in the facility.

Approval of Regional Vice President Required

The Regional Vice President must give prior approval for a patient admission under the following situations:

1. When the Central Admission Office (CAO) is closed. The CAO must be notified on the next business day if, following approval by the RVP and medical clearance for treatment, the patient's admission was approved and treatment was given.
2. Financial clearance is denied by primary or secondary payor sources.
3. Patient has no insurance.
4. The patient/legal representative refuses to disclose insurance information.

5. If the patient is an Acute Renal Failure patient.
6. If a patient appears to lack the capacity or competency to sign admission paperwork and does not have a legal guardian and/or an agent who holds a valid healthcare proxy. In such case, the RVP may only approve the admission after first contacting the Law Department.

Related Policies & Procedures

Patient Admissions and Readmissions: In-Center, Home and Transient
eCube Procedure for transmitting documents to eCube Document Imaging (If applicable)
Patient Rights and Responsibilities
Routine and Involuntary Patient Discharge
Visitor's Policy
Eating and Drinking Policy
Interruption of Treatment
Weapons and Firearms Policy
Records Management Policy RM-03, Filing, Storage, Preservation and Destruction of Records

END OF DOCUMENT

Exhibit 8A.
Financial Statements – Actuals

Fresenius Medical Care - Leah Layne Dialysis Center
Historical Statement of Revenues and Expenses, 2015 - YTD2018

	2015	2016	2017	YTD2018 (Jan-Sep)
Revenues				
Net Revenue Before Bad Debt	$ 3,513,313	$ 4,437,084	$ 3,292,775	$ 2,599,529
Bad Debt	$ (111,191)	$ (115,657)	$ (102,597)	$ (74,535)
Total Net Revenue	$ 3,402,122	$ 4,321,427	$ 3,190,178	$ 2,524,994
Expenses				
Total Personnel	$ (523,786)	$ (487,537)	$ (446,596)	$ (423,911)
Total Med Supplies	$ (113,077)	$ (98,928)	$ (118,333)	$ (89,635)
Total Ancillary	$ (201,234)	$ (171,916)	$ (158,033)	$ (100,122)
Other Med	$ (54,494)	$ (42,112)	$ (63,592)	$ (49,422)
House Keeping & Utilities	$ (78,171)	$ (72,320)	$ (86,907)	$ (73,867)
Total Admin (i.e. Admin expenses + G&A Overhead Costs)	$ (200,672)	$ (192,889)	$ (196,446)	$ (183,552)
Depr/Amort	$ (47,267)	$ (113,380)	$ (133,480)	$ (93,869)
Total Property (i.e. Rent Expense + Other Property Expense)	$ (186,299)	$ (199,943)	$ (203,950)	$ (150,049)
Other (Interest Expense)	$ (155)	$ 165	$ (430)	$ 69
Total Expenses w/o Physician compensation	$ (1,405,155)	$ (1,378,861)	$ (1,407,767)	$ (1,164,358)
Profit From Operations (Excludes Physician compensation)	**$ 1,996,967**	**$ 2,942,566**	**$ 1,782,412**	**$ 1,360,635**
Physician Compensation (Medical Director's Fee)	$ (46,360)	$ (49,321)	$ (55,507)	$ (43,917)
Net Income Before Taxes (includes Allocations)	**$ 1,950,607**	**$ 2,893,245**	**$ 1,726,904**	**$ 1,316,719**

Exhibit 8B.

Financial Statements - Forecasts

Fresenius Medical Care - Leah Layne Dialysis Center
Statement of Revenues and Expenses

	Mar-Dec 2019	2020	2021	2022
Months Operation	**10**	12	12	12
Patients and Treatments				
I/C PAT	31	33	35	35
Total Home PAT	-	-	-	-
Total PAT	**31**	**33**	**35**	**35**
I/C TMT	3,720	4,752	5,040	5,040
Total Home TMT	-	-	-	-
Total TMT	**3,720**	**4,752**	**5,040**	**5,040**
Revenue				
In-Center Revenue	1,995,089	2,507,551	2,718,799	2,718,799
Home Revenue	-	-	-	-
Bad Debt	(78,237)	(99,941)	(105,998)	(105,998)
Charity Care	(19,951)	(25,076)	(27,188)	(27,188)
Total Net Revenue	**1,896,901**	**2,382,534**	**2,585,613**	**2,585,613**
Expenses				
I/C Personnel	492,814	594,758	604,511	604,511
Home Personnel	-	-	-	-
Total Personnel	**492,814**	**594,758**	**604,511**	**604,511**
I/C Med Supplies	94,086	120,187	127,472	127,472
Home Med Supplies	-	-	-	-
Total Med Supplies	**94,086**	**120,187**	**127,472**	**127,472**
IC Ancillary Cost - Other Than EPO	90,380	115,453	122,450	122,450
IC EPO Cost	14,714	18,796	19,935	19,935
Total IC Ancillary	**105,094**	**134,249**	**142,386**	**142,386**
Home Ancillary Cost - Other Than EPO	-	-	-	-
Home EPO Cost	-	-	-	-
Total Home Ancillary	**-**	**-**	**-**	**-**
Other Med	51,876	66,268	70,284	70,284
House Keeping & Utilities	82,074	98,489	98,489	98,489
Admin expenses	140,928	169,113	169,113	169,113
G&A Overhead Costs	63,019	75,623	75,623	75,623
Depr/Amort (Existing Facility)	104,299	125,158	125,158	125,158
Depr/Amort (Project Equipment)	63	76	76	76
Rent Expense	161,459	196,778	196,778	196,778
Other Property Exp (includes CAM)	16,122	19,649	19,649	19,649
Other Expense - (IE: Start Up Costs and Other One time)	-	-	-	-
Total Other Expense	**619,840**	**751,154**	**755,171**	**755,171**
Total Expenses w/o Physician Compensation	**1,311,835**	**1,600,349**	**1,629,539**	**1,629,539**
Profit From Operations (Excludes Physician Comp)	**585,066**	**782,185**	**956,074**	**956,074**
Physician Compensation	(60,312)	(62,122)	(63,985)	(65,905)
Net Income				
Net Income Before Taxes (includes Allocations)	**645,379**	**844,307**	**1,020,059**	**1,021,979**

FMC Leah Layne

Pro Forma Assumptions

Patient Volumes

Utilization projections, including the assumptions used to derive the forecasts, are presented in Table 6 and surrounding discussion within the main text of the application
It is assumed the number of treatments per patient is 144/year. There is an adjustment in Mar-Dec 2019 to reflect only ten months of operation during the forecast time period.

Revenues

In-center revenues are based on CY2018 FMC Leah Layne data ("actuals"), given it is an existing facility. Payer mix statistics have also been obtained from FMC Leah Layne actuals for the most recent calendar year. Revenues are calculated by payer and treatment. Bad debt and charity care are subtracted from revenues to yield net revenue figures.

Charity Care

Calculated at one percent of in-center revenue

Bad Debt

Calculated on a per treatment basis from FMC Leah Layne actuals.

Expenses

Unless otherwise noted, expenses have been calculated based on annualized FMC Leah Layne actuals.
Medical supplies, ancilliary, and 'other med' expenses have been calculated on a per treatment basis from FMC Leah Layne actuals.
Personnel expenses are discussed in Structure and Process of Care text in the application.
Depreciation is straight-line; 8 years on equipment.
Rent Expense is based on 2nd Amendment to the Lease. Renewal terms (i.e. Fair Market Value) is assumed to equal current base rent given inflation is excluded form model
Other Propery Exp includes common area maintenance ("CAM"), allocated taxes, and insurance costs. Estimated at 10% of base *Rent Expense* based on YTD2018 actuals
Physician Compensation: Page 2 from the 2nd amendment to the Medical Director Agreement (MDA) sets fees at $99,968.61 as of the commencement date (August 24, 2015) and increases by 3% each year thereafter. The $99,968.61 fee represents a lump sum for both Fresenius' Omak and Colville facilities. Fresenius allocates the MDA fee based on a treatment basis. The projected physician compensation fee is calculated based on annualized YTD2018 (See Exhibit 8A) with an annual 3% escalator.

Fresenius Medical Care - Leah Layne Dialysis Center
2019-2022

Productive FTEs, by Type	2019	2020	2021	2022
In-Center FTE's				
Nurse Manager	1	1	1	1
Outpatient RN	2	2	2	2
Patient CareTechnician	4.3	4.3	4.4	4.4
Equipment Technician	0.5	0.5	0.5	0.5
Social Worker	0.3	0.3	0.3	0.3
Dietician	0.3	0.3	0.3	0.3
Secretary	0.3	0.3	0.3	0.3
Total	**8.5**	**8.5**	**8.7**	**8.7**

Productive + Non-Productive FTEs, by Type	March - Dec. 2019	2020	2021	2022
In-Center FTEs				
Nurse Manager	1.1	1.1	1.1	1.1
Outpatient RN	2.2	2.2	2.2	2.2
Patient CareTechnician	4.7	4.7	4.8	4.8
Equipment Technician	0.6	0.6	0.6	0.6
Social Worker	0.3	0.3	0.3	0.3
Dietician	0.3	0.3	0.3	0.3
Secretary	0.3	0.3	0.3	0.3
Total	**9.4**	**9.4**	**9.6**	**9.6**

Non-Productive = 10% of Productive time.

FMC Leah Layne				
Total Wages and Salaries	**March - Dec. 2019**	**2020**	**2021**	**2022**
In-Center				
Nurse Manager	$ 83,893	$ 100,672	$ 100,672	$ 100,672
Outpatient RN	$ 115,735	$ 138,882	$ 138,882	$ 138,882
Patient CareTechnician	$ 133,705	$ 160,446	$ 165,165	$ 165,165
Equipment Technician	$ 21,212	$ 25,454	$ 25,454	$ 25,454
Social Worker	$ 15,182	$ 19,238	$ 20,404	$ 20,404
Dietician	$ 18,190	$ 23,050	$ 24,447	$ 24,447
Secretary	$ 6,936	$ 8,789	$ 9,321	$ 9,321
Total, All FTEs	***$ 394,852***	***$ 476,531***	***$ 484,345***	***$ 484,345***

Fresenius Medical Care - Leah Layne Dialysis Center

2019-2022

FMC Leah Layne				
Total Benefits	**March - Dec. 2019**	**2020**	**2021**	**2022**
In-Center				
Nurse Manager	$ 20,814	$ 24,977	$ 24,977	$ 24,977
Outpatient RN	$ 28,714	$ 34,457	$ 34,457	$ 34,457
Patient CareTechnician	$ 33,172	$ 39,807	$ 40,977	$ 40,977
Equipment Technician	$ 5,263	$ 6,315	$ 6,315	$ 6,315
Social Worker	$ 3,767	$ 4,773	$ 5,062	$ 5,062
Dietician	$ 4,513	$ 5,719	$ 6,065	$ 6,065
Secretary	$ 1,721	$ 2,180	$ 2,313	$ 2,313
Total, All FTEs	***$ 97,963***	***$ 118,227***	***$ 120,166***	***$ 120,166***

FMC Leah Layne				
Total Wages, Salaries Benefits	**March - Dec. 2019**	**2020**	**2021**	**2022**
Nurse Manager	$ 104,707	$ 125,649	$ 125,649	$ 125,649
Outpatient RN	$ 144,448	$ 173,338	$ 173,338	$ 173,338
Patient CareTechnician	$ 166,877	$ 200,253	$ 206,142	$ 206,142
Equipment Technician	$ 26,474	$ 31,769	$ 31,769	$ 31,769
Social Worker	$ 18,948	$ 24,011	$ 25,467	$ 25,467
Dietician	$ 22,702	$ 28,769	$ 30,512	$ 30,512
Secretary	$ 8,656	$ 10,969	$ 11,634	$ 11,634
Total, All FTEs	***$ 492,814***	***$ 594,758***	***$ 604,511***	***$ 604,511***

Exhibit 9.

Medical Director Agreement

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Date Abstract Completed: 01/23/2012

Contract # 3248
(For use by PhyComp)

Abstract Type: (*check all that apply*)
☒ Agreement ☐ Amendment (which # amendment) ________ ☐ Termination
☐ Joinder ☐ Assignment ☒ Other Amended and Restated
☐ Revised or Updated Abstract

NOTE: For all abstracts, except the abstract for the initial Agreement, the abstract will only reflect what is changing from preceding abstract(s).

Company Corporate Name(s): Inland Northwest Renal Care Group, LLC

Facility Name(s) and Location Number(s):
(also list Home Programs and Inpatient Services/Acute Programs with specific location numbers, if known)

1. Colville 6135
2. Othello 6162
3.
4.
5.
6.
7.
8.
9.
10.

Consultant Name (which is also Payee): Rockwood Clinic, P.S.

Physicians Named/Member Physicians:

Robert Benedetti, M.D.	Richard Carson, M.D.
Brendan Mielke, M.D.	John Musa, M.D.
Curt Wickre, M.D.	

Physician(s) Named as Medical Director of Facility(ies)/Program(s):
☒ YES ☐ NO ☐ N/A – Contract with Individual
(If yes, identify physicians below to correspond with Facility/Program name and location number(s) identified above, unless indicated otherwise)

1. John Musa, M.D.	6.
2. Curt Wickre, M.D.	7.
3.	8.
4.	9.
5.	10.

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ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Term: January 19, 2012 through December 31, 2015

Option to Renew/Auto-renew? ☐ YES OR ☒ NO If yes, explain ______

Notice Dates/Deadlines ______

Are Inpatient Services/Acute Programs specifically included in contract? ☐ YES OR ☒ NO

If so, how is/are such program(s) identified (by hospital(s), geographic area, etc.)

______

Are Home Programs specifically included in the contract? ☐ YES OR ☒ NO

If so, for which Facility(ies)?

______

Compensation:

Earning Period or Dates Fee Begins/Changes:	Amount:
January 19, 2012 through December 31, 2012	$87,250.00, prorated for partial years

If escalator, how much? 8 % to be applied annually beginning January 1, 2013

Until ☐ Remainder of Term OR ☒ Other one time application of increase to fee

If escalator, how much? 3 % to be applied annually beginning January 1, 2014 January 1, 2015

Until ☐ Remainder of Term OR ☒ Other one time application of increase to fee on each of the above dates

Is there a Reopener? ☐ YES OR ☒ NO

Date negotiations should begin: ______

New compensation to take effect on: ______

Payment Terms:

☒ Monthly, paid in arrears on or before the last day of each month

☐ Other:

______

Is there a Withhold? ☐ YES OR ☒ NO (If yes, percentage of Withhold ______ %)

For Criteria, see Agreement/Amendment at ______

Is there a Bonus? ☐ YES OR ☒ NO

For Criteria, see Agreement/Amendment at ______

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Restrictive Covenants:

Is there a non-solicitation clause? ☒ YES OR ☐ NO Length of Tail: 2 years

Is there a non-compete clause? ☒ YES OR ☐ NO

Length of Tail: 2 Years Radius: 50 Miles

Other:

Is there a right of first refusal/reverse non-compete? ☐ YES OR ☒ NO

Length of Tail: Years Radius: Miles

Other:

Joinder Requirements:

Is there a requirement that new physicians who join the group must sign a joinder/amendment to bind them to the restrictive covenants?

☐ N/A (Contract with individual) ☒ YES ☐ NO ☐ Other

Is there a requirement that physicians who provide temporary medical director services for more than a certain time period (e.g., 90 days) must sign a joinder/amendment to bind them to the restrictive covenants?

☒ YES ☐ NO ☐ Other May designate Temporary Medical Director for up to 60 days before a Joinder must be executed

Comments/Special Provisions:

Section 6.02 provides that the noncompete shall not limit or restrict the services that may be provided by Affiliates of Consultant at any acute care hospital that such Affiliate may own or operate.

Does this agreement replace any pre-existing medical director agreement(s) *prior to* the expiration date of such agreement(s)? ☒ YES OR ☐ NO

If yes, which agreement(s) does it replace? As of January 19, 2012, supersedes Medical Director Services Agreement dated November 1, 2000, as amended by Amendment Number 1 dated January 1, 2004, Amendment Number 2 dated May 23, 2008, Amendment Number 3 dated June 4, 2009, Amendment Number 4 dated February 19, 2009, Amendment Number 5 dated June 4, 2009, Amendment Number 6 dated October 29, 2010 and Amendment Number 7 dated December 21, 2010.

Expiration Date of Agreement: December 31, 2015

Attorney's Initials: MJ

AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT

This AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT ("Agreement") is made by and between Inland Northwest Renal Care Group, LLC ("Company"), a Washington limited liability company and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and Rockwood Clinic, P.S. ("Consultant"), a Washington professional corporation comprised of the following physicians: Robert Benedetti, M.D., Richard Carson, M.D., Brendan Mielke, M.D., John Musa, M.D. and Curt Wickre, M.D ("Member Physicians").

WITNESSETH

WHEREAS, Company has established dialysis treatment centers at the locations listed on Exhibit A, attached hereto and incorporated herein by reference (the "Facilities"); and

WHEREAS, Consultant, through Member Physicians, specializes in the treatment of kidney disease and is experienced in the medical administration of dialysis facilities; and

WHEREAS, Company desires to retain Consultant to provide, through Member Physicians, certain administrative services with respect to the Facilities and Consultant desires to provide such services in such capacity to Company; and

WHEREAS, the parties acknowledge that Company intends to or has established a master list of contracts that is maintained and updated centrally which cross references contracts between the parties and which shall be made available to the Secretary of the Department of Health and Human Services upon request; and

WHEREAS, Company and Consultant agree that as of the Commencement Date, as that term is defined below, this Agreement shall supersede that certain Medical Director Services Agreement dated November 1, 2000, as amended by a certain Amendment Number 1 to Medical Director Services Agreement dated January 1, 2004, as amended by a certain Amendment Number 2 to Medical Director Services Agreement dated May 23, 2008, as amended by a certain Amendment Number 3 dated June 4, 2009, as amended by a certain Amendment Number 4 dated February 19, 2009, as amended by a certain Amendment Number 5 dated June 4, 2009, as amended by a certain Amendment Number 6 dated October 29, 2010, and as amended by a certain Amendment Number 7 dated December 21, 2010 (collectively, the "Agreement") with respect to the Facilities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. ENGAGEMENT

Company engages Consultant to provide certain administrative services and Consultant agrees to provide such services upon the terms and conditions set forth herein at the Facilities designated on Exhibit A.

2. TERM

The term of this Agreement shall begin on the Effective Date, as that term is defined below (the "Commencement Date") and shall continue through December 31, 2015, unless sooner terminated as herein provided.

3. DESIGNATION OF MEDICAL DIRECTORS; OBLIGATIONS OF CONSULTANT

3.01 Designation of Medical Directors; Requirements for Physicians Providing Services Hereunder

3.01.1 Consultant shall at all times designate in writing for each Facility a qualified physician who shall be primarily responsible for performing the services under this Agreement with respect to such Facility. Consultant understands and agrees that the aforementioned designation, whether now or in the future, is subject to the prior written approval of Company. The physicians so designated by Consultant with respect to a Facility shall be deemed the "Medical Director" for such Facility. Consultant further understands and agrees that, barring any unforeseen circumstances, the physician designated as Medical Director of a Facility shall serve in such capacity for at least one (1) year before another physician may be designated as the new Medical Director for such Facility (subject to Company's prior written approval as set forth in this Section).

3.01.2 Company and Consultant agree that the initial Medical Director of the Colville Facility shall be John Musa, M.D. and the initial Medical Director of the Othello Facility shall be Curtis Wickre, M.D. Any physician who at any time is designated as a Medical Director shall also be deemed a "Member Physician" for purposes of this Agreement. The term "Member Physician" as it is used throughout this Agreement is defined in Section 6.01.5. If a physician is designated a Medical Director who has not already executed a Joinder Agreement, set forth on Schedule F, attached hereto and incorporated herein by reference, then, prior to rendering services hereunder as a Medical Director, such physician shall be required to execute a Joinder Agreement pursuant to which such physician agrees to abide by the terms and conditions of this Agreement including, but not limited to, the provisions of Section 6. While it is agreed that the Medical Directors shall remain primarily responsible for performing the duties hereunder with respect to the Facilities, other Member Physicians may assist such Medical Directors in the performance of such duties.

3.01.3 Company may reject or cause Consultant to remove any Medical Director designated by Consultant:

a. immediately, upon (1) indictment for, or conviction of, any felony or violation of a federal or state health care law by such Medical Director or (2) failure of the Medical Director to meet any of the requirements as set forth in Section 3.01.4; or

b. upon a material breach of this Agreement by such Medical Director, provided such breach remains uncured for thirty (30) days after receipt by the breaching Medical Director and Consultant of written notice describing such breach.

3.01.4 During the term of this Agreement, each Medical Director and all Member Physicians providing services hereunder shall, at all times, meet the following requirements:

a. Remain licensed as a physician in the state in which the Facilities are located and at which such physician is providing Medical Director services hereunder; and

b. Remain board certified in nephrology, internal medicine, pediatrics or pediatric nephrology, have completed a board-approved training program in nephrology and have at least 12 months of experience providing care to patients receiving dialysis; and

c. Unless FMCNA's Chief Medical Officer specifically agrees otherwise in writing, remain a member in good standing of the Medical Staff of the Facility at which physician is providing Medical Director services hereunder; and

d. Maintain a current registration with the Drug Enforcement Administration; and

e. Maintain a current state controlled substances registration (or equivalent), as applicable; and

f. Maintain malpractice liability insurance coverage of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate, and if underwritten on a claims-made basis, further either (i) maintain, for a period of not less than three (3) years following the termination of this Agreement, any such malpractice liability insurance, or (ii) obtain an extended reporting endorsement for a period of not less than three (3) years following the termination of this Agreement; and

g. Not be excluded, suspended, sanctioned or otherwise restricted from participating in federal health care programs, including but not limited to, Medicare or Medicaid; and

h. Remain otherwise qualified to act as a medical director of a dialysis treatment facility that is certified to participate in Medicare; and

i. Maintain any additional requirements as a physician as may be required in order for the Facilities to be licensed as a dialysis facility, or the equivalent, in the state in which the Facilities are located.

3.01.5 In the event that a Medical Director for a Facility (a) no longer meets the requirements above, (b) resigns from or is terminated by Consultant, or (c) is unavailable to serve as Medical Director for a period greater than two (2) months or such shorter time as Company in its sole discretion determines may affect the quality of care provided at such Facility, or (d) is convicted of a felony, then (unless Company agrees otherwise in writing) Consultant shall immediately terminate such physician as Medical Director of a Facility and shall designate for such Facility a new Medical Director who meets the requirements set forth in this Agreement, including but not limited to, the requirements in this Section 3.

3.01.6 Company shall allow Consultant to designate a temporary Medical Director ("Temporary Medical Director") for a period of time as shall be approved in advance, in writing, by Company. A Temporary Medical Director shall be considered a "Medical Director" and "Member Physician" for all purposes under this Agreement, except as otherwise explicitly set forth herein. Each Temporary Medical Director must meet requirements set forth in Section 3.01.4 above and shall have executed a Joinder Agreement pursuant to which such physician agrees to abide by all the terms and conditions of this Agreement including, but not limited to, the provisions of Section 6. Notwithstanding the foregoing, for a period of up to 60 (sixty) days, Consultant may designate as Temporary Medical Director a physician who was not previously a Member Physician (prior to designation as Temporary Medical Director) and who has not specifically agreed to be bound by the provisions of Section 6; provided, however, that such physician will no longer be able to continue to provide services hereunder or receive compensation for such services after such 60 (sixty) day period if he or she has not executed the aforementioned Joinder Agreement by such date. Consultant shall ensure that services provided by a Temporary Medical Director are in accordance with all terms and conditions contained in this Agreement.

3.01.7 If a state or federal regulatory or licensing authority ("Authority") finds deficiencies at a Facility primarily attributable to or caused by Consultant's, a Medical Director's or a Member Physician's failure to satisfy the requirements of a Medical Director pursuant to the Conditions for Coverage for End-Stage Renal Disease, 42 C.F.R. § 494.1 *et seq.*, or successor regulations, and the Interpretive Guidelines thereto promulgated by the Centers for Medicare & Medicaid Services ("CMS") (collectively, the "Conditions for Coverage") and such Authority requires the appointment of a physician monitor to assist such Facility in achieving compliance with applicable licensing rules and regulations and supervise the implementation of a corrective action plan, Consultant agrees to pay for the cost of such monitor until the Authority has determined that any deficiencies are cured.

3.02 <u>Medical Director Services</u>

During the term of this Agreement, Consultant agrees to provide, through the Medical Directors and its other Member Physicians, for the Facilities all services as described in Schedule B, attached hereto and incorporated herein by reference, and as may be otherwise set forth in this Agreement, which shall include, but not be limited to the following:

a. Consultant shall ensure that Medical Directors provide all services at the Facilities that are required to be performed by a Medical Director pursuant to the Conditions for Coverage and, in coordination with Company, Consultant shall ensure that Medical Directors supervise the compliance of the Facilities with the requirements of the Conditions for Coverage.

b. Neither Consultant, nor any Medical Director nor any Member Physician shall participate in, directly or indirectly, or permit others to conduct, any clinical research study ("Study") at the Facilities without first obtaining the prior express written approval of Company.

If Company approves such Study, which approval shall be at Company's sole and absolute discretion, Consultant, Medical Directors and/or Member Physicians shall conduct such approved Study in accordance with all applicable federal, state and local laws and regulations, the Study protocol (which shall also be subject to Company's prior review and approval), applicable Company policies, and Good Clinical Practice (in accordance with the Guidance for Industry E6 Good Clinical Practice: Consolidated Guidance by the U.S. Department of Health and Human Services, Food and Drug Administration, April 1996 (ICH), as it may be amended or revised from time to time). Consultant, Medical Directors and Member Physicians agree and acknowledge that they shall comply with all Company policies and procedures in seeking Company approval of the Study and, if approval is granted, in conducting such Study.

d. Consultant, Medical Directors and Member Physicians shall cooperate and, in a timely manner, provide any and all information and make such disclosures with respect to the Facilities and the services provided by Consultant, Medical Directors and/or each Member Physician pursuant to this Agreement as Company may reasonably request: (a) in connection with administration of the Facilities, and/or (b) in connection with implementation of this Agreement, and/or (c) for Company's use in submissions or disclosures to governmental agencies, specifically including but not limited to the completion of all necessary information to allow Company's submission of cost reports to CMS. Consultant, Medical Directors and Member Physicians represent and warrant that all such information and/or disclosures shall be truthful and accurate to the best of their knowledge. In the event that Consultant, Medical Directors or any Member Physician fails to provide in a timely manner all information and disclosures required under this Section 3.02 and obtainable through commercially reasonable efforts, including but not limited to, completion of all necessary information to allow Company's submission of cost reports to CMS, Consultant hereby acknowledges and agrees that Company may retain the Fee due Consultant for services rendered hereunder until such time as Consultant, Medical Directors and Member Physicians provide the necessary information or disclosures as required herein. Once Consultant, Medical Directors and Member Physicians have provided such information or disclosures, Company shall pay Consultant the Fee under this Agreement retained pursuant to this paragraph, such payment to be made the month following the month in which such information or disclosures were provided in conjunction with payment of Consultant's regular monthly installment of the Fee.

e. Consultant, Medical Directors and Member Physicians shall coordinate the provision of medical director services at the Facilities and shall communicate with FMCNA's Chief Medical Officer as appropriate. The coordination of services and communication shall specifically include, but not be limited to, attendance of any medical director meetings or conferences held by FMCNA.

f. Consultant, Medical Directors and Member Physicians hereby covenant that they shall in good faith use commercially reasonable efforts to assist Company and actively participate in developing, implementing and monitoring any and all plans of correction (or the equivalent) developed in response to any one or more deficiencies, citations, or other instances of non-compliance identified through any survey, inspection or review conducted by a local, state or federal governmental agency or accreditation body (including, but not limited to, Medicare, Medicaid or state licensing agencies).

g. Consultant, Medical Directors and Member Physicians shall actively assist Company in pursuing and achieving its goal to control/reduce health care costs while continuing to provide quality care to its patients, and Consultant, Medical Directors and Member Physicians also shall, in good faith, cooperate and work collaboratively with Company and Company staff in pursuing this goal.

h. Consultant, Medical Directors and Member Physicians shall use all commercially reasonable efforts to assist the Facilities to achieve the quality goals as set forth in Schedule C, attached hereto and incorporated herein by reference, and as such quality goals may be updated from time to time; provided that such updated quality goals (including but not limited to periodic updates to the FMCNA Quality Metrics) are provided to Consultant in writing.

i. Consultant, Medical Directors and Member Physicians, in cooperation with Company, shall actively and diligently direct each attending physician to order items and/or services for his/her patients only when the physician is able to document accurate and reasonably detailed medical justifications for such items and/or services. Consultant, Medical Directors and Member Physicians shall, in cooperation with Company, monitor each attending physician's compliance with the foregoing directive and take appropriate corrective action where necessary and consistent with the Medical Staff Bylaws.

j. Consultant, Medical Directors and Member Physicians shall abide by the all of the bylaws, policies, procedures, rules and regulations of Company and the Facilities.

k. Consultant shall ensure that Medical Directors and Member Physicians devote commercially reasonable efforts, skill and sufficient time to carry out these responsibilities by being available during all hours of operation of the Facilities and by being on-call and working such additional time at or away from the Facilities as is necessary to fulfill Consultant's responsibilities under this Agreement.

l. Medical Directors and Member Physicians shall remain as practicing physicians in the communities that the Facilities serves and shall be available for visits to and consultation regarding the Facilities.

m. It is understood and agreed, however, that Consultant is an independent contractor and that Medical Directors and Member Physicians are not employees of Company and that Medical Directors and Member Physicians shall not be required to devote the entire working day to duties hereunder (with the exception of "on-call" responsibilities), but will continue the practice of medicine independently of Company which practice is a wholly separate professional activity of Consultant, Medical Directors and Member Physicians.

n. Consultant shall provide Company with an e-mail address. Consultant may provide this information to the applicable Regional Vice President. Such e-mail address shall be updated by Consultant as necessary to ensure Company has a valid e-mail for Consultant or its designee at all times.

3.03 Consultant's Representation Regarding Referral Source Relationships

Consultant hereby represents and warrants to the Company that Schedule D hereto sets forth a complete and accurate list of the full names and, as applicable, the National Provider Identifiers ("NPI"), of all of (i) Consultant's physician owners, partners, members, shareholders or the equivalent, and the immediate family members thereof (i.e., husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild) who are a source of patient referrals to Company or FMCNA, a purchaser of items or services from FMCNA that are reimbursable by a federal or state healthcare program, or a seller to Company or FMCNA of items or services for which Company or FMCNA makes claims for reimbursement under any federal or state healthcare program; and (ii) physicians assigned by Consultant to provide Medical Director services pursuant to this Agreement, and the immediate family members thereof who are a source of patient referrals to Company or FMCNA, a purchaser of items or services from FMCNA that are reimbursable by a federal or state healthcare program, or a seller to Company or FMCNA of items or services for which Company or FMCNA makes claims for reimbursement under any federal or state healthcare program. Consultant agrees to notify Company, in writing, of additions or deletions from Schedule D within thirty (30) days of such addition or deletion thereto.

4. OBLIGATIONS OF COMPANY

4.01 Except as specifically delegated by this Agreement to Consultant, Company shall retain all management and administrative prerogatives and responsibilities as owner of the Facilities. Without limiting the foregoing, Company agrees as follows:

4.01.1 For the time period that the Facilities are in operation, to operate the Facilities in compliance with the Conditions for Coverage and, to the extent applicable, with state laws regulating licensed medical facilities.

4.01.2 To provide all necessary equipment, personnel, supplies and services (other than medical services) required for the operation of the Facilities, including a business manager or administrator.

4.01.3 To establish, modify and implement, policies and procedures concerning the administration of the Facilities, including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation.

4.01.4 To provide Consultant, Medical Directors and Member Physicians with the use of one office at the Facilities provided solely for the purpose of assisting in the performance of the services described herein. Consultant, Medical Directors and Member Physicians agree they shall not use such office space for any other purpose including use by Consultant, Medical Directors, and Member Physicians for their private medical practice. Notwithstanding the foregoing, Consultant, a Medical Director or a Member Physician may enter into a sublease with Company, at Company's sole discretion, to use such space for purposes related to Consultant's, a Medical Director's or a Member Physician's private medical practice or for other lawful purposes; provided that such sublease is at fair market value, in compliance with applicable law and Company policies.

4.01.5 To provide Consultant, Medical Directors and Member Physicians with professional liability insurance or self-insurance purchased or maintained by Company in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage and $3 million in the aggregate, covering bodily injury and property damage claims (including the cost of defense) arising out of errors and omissions caused or alleged to be caused by Consultant, Medical Directors or Member Physicians within the scope of this Agreement, but not for errors or omissions caused or alleged to be caused by Consultant, Medical Directors or Member Physicians providing services as a treating physician. The insurance or self-insurance required to be maintained by Company hereunder shall be subject to and limited by the terms and conditions of insurance policies, primary, excess or otherwise, maintained by Company.

4.02 All of the foregoing responsibilities of Company shall be fulfilled with a view towards adopting policies and procedures designed to provide high quality, cost-efficient care to the patients at the Facilities. Company may consult with Consultant when fulfilling such responsibilities.

5. <u>COMPENSATION</u>

The amount of compensation due Consultant during the term of this Agreement shall be determined as follows:

5.01 <u>Medical Director Fee</u>

5.01.1 For services hereunder through December 31, 2012 as set forth in that certain Medical Director Services Agreement dated November 1, 2000 as later amended, Company shall pay Consultant, and Consultant shall accept as full and sufficient compensation therefor, an annual Medical Director Fee ("Fee") of $87,250 (eighty seven thousand two hundred fifty dollars), prorated for partial years. On January 1, 2013, the Fee shall increase by eight percent (8%) over the Fee then currently in effect. On January 1, 2014 and January 1, 2015, the Fee shall increase by three percent (3%) over the Fee then currently in effect. Company shall pay the Fee in equal monthly installments, in arrears, on or before the last day of each month during the term of this Agreement.

5.01.2 If this Agreement applies to more than one Facility and is terminated with respect to one Facility (a "Terminated Facility") then the parties shall promptly and in good faith negotiate a new, adjusted Fee ("Adjusted Fee"), to be effective as of the date of termination of this Agreement with respect to the Terminated Facility ("Facility Termination Date"). The Adjusted Fee is to reflect fair market value for the services rendered hereunder with respect to the remaining Facility in light of the expected decrease in work load due to removal of the

Terminated Facility from the Agreement and/or an increase in workload, if any, at the remaining Facility. The Adjusted Fee shall be considered the Fee for purposes of this Agreement as of the Facility Termination Date and thereafter.

5.01.3 If the parties are unable to reach agreement as to the Adjusted Fee as described in Section 5.01.2 above on or before (a) the Facility Termination Date or (b) sixty (60) days after commencement of negotiations between the parties regarding the Adjusted Fee, whichever is later, then each party shall appoint an arbitrator of choice from a list of arbitrators recognized by the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Services and such appointed arbitrators will appoint a third arbitrator from the list to hear the parties and determine the Adjusted Fee in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If AHLA or the AHLA Alternative Dispute Resolution Service is no longer in effect, then such arbitrators shall be chosen from a list provided by the American Arbitration Association in the same manner as set forth above and such arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The parties shall irrevocably grant the arbitrators the authority to determine the fair market value compensation rate for the physician's proposed services based on any and all data and information available to the arbitrators. Arbitration shall be binding for settlement of the determination of fair market value. The parties shall share the costs of such arbitrators equally between them. Each party shall bear its own expenses of preparation for arbitration.

5.01.4 If the final decision in the arbitration is not rendered on or before (a) the Facility Termination Date or (b) sixty (60) days after commencement of negotiations between the parties regarding the Adjusted Fee, whichever is later, the terms and conditions of the Agreement, including the amount of the Fee then in effect payable under the Agreement, shall continue until the final decision in the arbitration. The Adjusted Fee, as determined during the arbitration, shall be payable beginning on the later of the Facility Termination Date or the first day of the month after the amendment reflecting the new compensation has been executed by the parties hereto.

5.01.5 The parties acknowledge and agree that the Fee payable hereunder shall be in consideration for all services to be provided hereunder and all covenants herein including, but not limited to, the restrictive covenants set forth in Section 6.

5.01.6 Consultant agrees that Company may set-off from the Fee payable hereunder any undisputed, overdue amounts owed to Company by Consultant, Medical Directors or Member Physicians under any sublease or other agreement, arrangement or understanding ("Subleasing Arrangement"), related to the use by Consultant, Medical Directors or Member Physicians of any space at the Facilities or the supplies, equipment and/or time/services of any personnel of the Facilities, or any other item or service furnished by the Facility (collectively, "Facility Resources") for Consultant's, a Medical Director's or a Member Physician's private medical practice or any other purpose not expressly set forth herein. If no Subleasing Arrangement exists, then Consultant agrees that Company may set-off from the Fee payable hereunder the fair market value of Facility Resources used by Consultant, a Medical Director or a Member Physician for its/his/her medical practice or any other purpose not expressly set forth herein. Company shall only set-off the aforesaid amounts if: (a) Consultant receives at least fifteen (15) days prior written notice of the amount due and the basis thereof, and (b) Company has not received payment of such amount due during the above specified fifteen (15) day period.

5.02 Tax Treatment

The parties agree that the payments under this Agreement are payments for services rendered to Company by Consultant. Consultant is an independent contractor and will be responsible for the payment of all local, state and federal income, self-employment and so-called payroll taxes on the fees paid to Consultant by Company.

5.03 Method of Payment

Company shall pay the Fee by wire transfer pursuant to the instructions of Schedule E, attached hereto and incorporated herein by reference.

6. COVENANTS PROTECTING BUSINESS INTERESTS OF COMPANY

6.01 Definitions

6.01.1 Affiliate – shall mean FMCNA or a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Company or FMCNA.

6.01.2 Business – shall mean the provision of, and/or the purchase, sale, establishment, development, management or operation of any facility, program, entity or business which engages in the provision of, any of the following:

a. outpatient dialysis treatments or services utilized in connection with any outpatient dialysis treatments (including, but not limited to, in-center, home, nocturnal, staff assisted, and self-care dialysis treatments, training and support and related services);

b. in-hospital dialysis treatments and services utilized in connection with any dialysis treatments provided in a hospital;

c. renal-related equipment and supplies;

d. renal-related laboratory services;

e. renal-related pharmacy services, including without limitation the provision of erythropoiesis stimulating agents, iron derivatives, Vitamin D analogues and other pharmaceuticals routinely provided by Company to ESRD patients;

f. apheresis services;

g. vascular access and peritoneal catheter related services;

h. any other items, services or treatments for persons diagnosed as having end stage renal disease or chronic kidney disease and/or chronic renal insufficiency (e.g., pre-ESRD patients) or for persons receiving dialysis services in a hospital or receiving services through any renal disease management programs; or

i. any other items, services or treatments developed or provided by Company or its Affiliates.

6.01.3 Confidential Information – shall mean (i) this Agreement and its terms and conditions, and (ii) any information and/or trade secret of Company or its Affiliates related to the Business, or of any entity with which Company or its Affiliates contracts to provide or receive items or services related to the Business, including, but not limited to, any formula, pattern, compilation, program, product, device, method, system, technique, process, financial information, business strategy, or costing data, patient list, payor list, manual, policy or procedure, form, contractual arrangement, idea, creation, development, improvement or design; provided, however, that Confidential Information shall not include: (a) any information which is known to the public (i.e., persons with no past or present affiliation to Company) or (b) any information disclosed to Consultant or Member Physicians by a third party who is not bound by any confidentiality obligations with respect to such information. Examples of such Confidential Information include, but are not limited to: patient statistical profiles generated by Company or its Affiliates; pricing techniques, programs and strategies; staffing patterns; planning and construction techniques for start-up dialysis centers; manuals, policies, and procedures developed for use by patients and/or staff of the Facilities; and inventory control systems including the reordering of supplies and analysis of their use.

6.01.4 Financial Benefit – shall, subject to the terms and conditions of this Agreement, include, but not be limited to, medical directorship fees, referral fees, consultation fees, dividends, lease payments, management fees or any other payment or financial benefit from services rendered to any dialysis facility, home dialysis program or inpatient dialysis program or entity or operation engaged in the Business.

6.01.5 Member Physician – each physician who, as of the date of this Agreement or at any time during the term of this Agreement or at any time during the Restricted Period,

a. is employed by Consultant, or

b. is a partner or shareholder of Consultant or holds a similar position, or

c. provides services on behalf of Consultant, including but not limited to, any physician designated "Medical Director" pursuant to Section 3.01.

6.01.6 Restricted Period – shall mean the term of this Agreement (which shall include any extension of such term through course of conduct or otherwise) plus two (2) years thereafter. The parties agree that in the event of a violation by Consultant or a Member Physician of the covenants contained in this Section 6, the Restricted Period shall be extended automatically for an additional period equal to the period from the date on which such violation commenced

(a) until the date on which Consultant or Member Physician ceases such violation; or (b) through and including the date of the final determination of a court that Consultant or Member Physician did violate such restrictions. Such extension of the term of the Restricted Period shall be in addition to, and not in lieu of, any other remedies available to Company.

6.01.7 Restricted Territory – shall mean the geographic area within a fifty (50) mile radius in any direction (as measured in a straight line) of any Facility.

6.02 Permitted Activities

Notwithstanding anything to the contrary in this Section 6, the parties acknowledge and agree that this Section 6: (a) shall not limit Consultant or Member Physicians from engaging in the practice of medicine and charging fees for administering such professional medical services to patients, (b) shall not require Consultant or Member Physicians to admit individuals to, or refer any other business to, the Facilities, Company or its Affiliates, (c) shall not require Consultant or Member Physicians to prescribe, utilize or purchase any items or services from the Facilities, Company or its Affiliates, (d) shall not restrict Consultant or Member Physicians from admitting individuals to any other dialysis facility, home dialysis program, hospital or entity, and (e) shall not limit or restrict the services that may be provided by Affiliates of Consultant at any acute care hospital that such Affiliate may own or operate.

6.03 Covenant Not to Compete

6.03.1 Subject to 6.02 above, in consideration of the compensation payable hereunder and in recognition of Company's proprietary interest in its Business, Consultant and Member Physicians covenant and agree that they shall not, during the Restricted Period, directly or indirectly, alone or in association with any firm, person, or entity:

a. engage as a principal, agent, independent contractor, consultant, manager, partner, joint venturer, proprietor, shareholder, director, officer or employee of;

b. participate in the ownership, management, medical directorship, operation or control of;

c. act as a consultant or advisor to;

d. hold any direct or indirect ownership or other interest in;

e. render services other than as a treating physician for; or

f. otherwise assist or obtain any Financial Benefit from

any operation, person, firm, entity or enterprise, other than with Company or any of its Affiliates, that engages or proposes to engage, in the Business anywhere in the Restricted Territory.

6.03.2 Consultant and Member Physicians hereby represent, covenant and agree that they do not, and following the Commencement Date of this Agreement shall not, employ, contract, retain, engage, partner or joint venture with any person or entity which receives a Financial Benefit from any person or entity which engages in the Business anywhere in the Restricted Territory, and that no such person or entity holds, or during the Restricted Period shall hold, a direct or indirect ownership interest in Consultant.

6.04 Covenant Not to Disclose Confidential Information

Consultant and Member Physicians acknowledge that in the course of performing the duties contemplated by this Agreement, Consultant and Member Physicians will become privy to and/or have access to current and future Confidential Information of Company and its Affiliates. Throughout the term of this Agreement and at any time thereafter, Consultant and each Member Physician shall not, nor shall their respective employees and agents, use or disclose to any person, firm, corporation or entity any Confidential Information of Company or its Affiliates without the prior written consent of Company, except as may be required by law, lawful subpoena, court order or legal process. If Consultant or Member Physicians are so required to disclose any Confidential Information of Company or its Affiliates, Consultant or Member Physicians shall provide sufficient notice thereof to Company to enable Company to seek a protective order or other appropriate legal or equitable remedy to prevent such disclosure.

6.05 Improvements to Company's Services and Products

Consultant and Member Physicians hereby represent, covenant and agree that they will assign all rights, title and interest to any improvements or inventions related to Company's procedures, documents, products or services that it/he/she authors, discovers, designs, or perfects in the course of their work under this Agreement to Company or its designated associated corporate entity.

6.06 Covenant Not to Solicit Employees

Consultant and Member Physicians agree that Company and its Affiliates have invested and will continue to invest substantial time and effort in assembling and training its personnel. In addition, as a result of employment by Company and its Affiliates, Company's personnel gain knowledge of the Business (e.g., business affairs, marketing, patients and methods of operation) of Company and its Affiliates which Consultant and Member Physicians agree represents Confidential Information of Company and its Affiliates. Accordingly, throughout the Restricted Period, Consultant and Member Physicians agree not to induce or solicit, directly or indirectly, by or for themselves, as agent of another, or through others as their agent, any individual who is at such time an employee or consultant of Company or its Affiliates to leave employment or any contractual relationship with Company or its Affiliates, as applicable.

6.07 Joinder Requirement for New Member Physicians

Except as explicitly set forth with respect to a Temporary Medical Director as described in Section 3.01, Consultant agrees that it shall cause each Member Physician upon the execution of this Agreement or on the date that such physician becomes employed or affiliated with Consultant, whichever is later, to promptly execute a Joinder Agreement pursuant to which such physician agrees to abide by the terms and conditions of this Agreement including, but not limited to, the provisions of Section 6. Notwithstanding the foregoing restriction, Consultant shall not be precluded from engaging, on a periodic and infrequent basis, the services of a locum tenens physician or other similar physician who does not provide services for or on behalf of Consultant under this Agreement. The parties hereby acknowledge Company does not in any way encourage or support Consultant placing limitations or restrictions (in employment agreements or otherwise) on where Consultant's employed or affiliated physicians may refer patients or other business.

6.08 Former Member Physicians

Any Member Physician who ceases to qualify as a Member Physician hereunder (e.g., by leaving the employ, or no longer being affiliated with, Consultant) during the term or Restricted Period of this Agreement shall be deemed a "Former Member Physician." Each Member Physician agrees that, in the event that he or she becomes a Former Member Physician, the provisions of Section 6 shall still apply to such physician as if he or she was still a Member Physician. Notwithstanding the foregoing, the parties agree that, in the event that a Member Physician becomes a Former Member Physician, Sections 6.03 and 6.06 of the Agreement shall only apply to such physician until the earlier of (a) expiration of the Restricted Period under the Agreement or (b) two (2) years after the date on which such physician becomes a Former Member Physician. Company and each Member Physician agree that if such physician violates the covenants contained in this Section 6 while he or she is a Former Member Physician, the Restricted Period shall be extended automatically for an additional period equal to the period from the date on which such violation commenced (a) until the date on which the Former Member Physician ceases such violation; or (b) through and including the date of the final determination of a court that Former Member Physician did violate such restrictions. Such extension of the term of the Restricted Period shall be in addition to, and not in lieu of, any other remedies available to Company.

6.09 Remedies; Survival

6.09.1 Consultant and Member Physicians have carefully considered the nature and extent of the restrictions placed upon them and the rights and remedies conferred upon Company and its Affiliates under this Agreement, and Consultant and Member Physicians hereby acknowledge and agree that such restrictions, rights and remedies are reasonable with respect to time, scope and territory, are designed to eliminate competition which otherwise would be unfair to Company and its Affiliates, would not prevent Consultant or Member Physicians from practicing medicine or nephrology in the community where they currently practice, are fully required to protect the legitimate interests of Company, and do not confer a benefit upon Company and its Affiliates disproportionate to the detriment to Consultant or Member Physicians.

6.09.2 Consultant and Member Physicians acknowledge and agree that the restrictive covenants as described in this Section 6 (collectively, "Restrictive Covenants") are reasonable and necessary for the protection of the business interests of Company and its Affiliates, that irreparable injury will result to Company and its Affiliates if Consultant or Member Physicians breach any of the terms of said Restrictive Covenants, and that in the event of Consultant's or Member Physicians' actual or threatened breach of any such Restrictive Covenant, Company and its Affiliates will have no adequate remedy at law. Consultant and Member Physicians accordingly agree that in the event of any actual or threatened breach by them of any of the Restrictive Covenants, Company and its Affiliates, as appropriate, shall be entitled to injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, including without limitation, immediate temporary injunctive relief. Nothing contained herein shall be construed as prohibiting Company and its Affiliates from pursuing other remedies available to it for such breach or threatened breach, including, but not limited to, the recovery of any damages which it is able to prove.

6.09.3 In the event a court of competent jurisdiction determines that any portion of the foregoing Restrictive Covenants are unreasonable, then restrictions contained in the Restrictive Covenants shall be reduced and any other modifications shall be made by the court to the extent necessary for this Section 6 to be enforced by the court.

6.09.4 The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. TERMINATION

7.01 The Agreement shall terminate: (1) at the expiration of the period above provided in Section 2, (2) upon Company's becoming insolvent, upon a petition in bankruptcy being filed designating Company as bankrupt or upon Company's being adjudged a bankrupt, or (3) upon mutual agreement between Consultant and Company.

7.02 Company, at its option, may terminate this Agreement for any of the reasons set forth below (an "Event of Default"), such termination to be effective upon written notice to Consultant or such later date as Company may specify in such notice:

7.02.1 A material breach of this Agreement by Consultant or Member Physicians which shall not be cured by Consultant within thirty (30) days of receipt of notice from Company describing such breach.

7.02.2 Indictment for, or conviction of, any felony or violation of a federal or state health care or criminal law by Consultant, or Consultant's failure to remove from service any Medical Director upon notice from Company pursuant to Section 3.01.3(a) hereof or if two or more Member Physicians are either indicted for, or convicted of, any felony or violation of a federal or state health care or criminal law within a twelve (12) month period measured from the time the first indictment or conviction occurred, Company may terminate this Agreement upon written notice to Consultant.

7.02.3 Exclusion or suspension of Consultant or any Member Physician from participating in federal health care programs, including but not limited to Medicare or Medicaid.

7.02.4 Misconduct of either a personal or professional nature of Consultant or Member Physicians which, in Company's reasonable opinion: (a) interferes with Consultant's ability to fulfill the obligations hereunder, (b) interferes with the normal conduct of the operations of any Facility in accordance with the policies and procedures of such Facility, or (c) endangers patient care.

7.02.5 If Consultant fails to immediately remove a Medical Director providing services hereunder in the event:

a. the Medical Director fails to meet any of the requirements in Section 3; or

b. of misconduct of either a personal or professional nature of the Medical Director which, in Company's reasonable opinion: (a) interferes with the Medical Director's ability to fulfill the obligations hereunder, (b) interferes with the normal conduct of the operations of a Facility in accordance with the policies and procedures of such Facility, or (c) endangers patient care; or

c. a material physical disability of a permanent nature of Medical Director occurs and renders the Medical Director, in the reasonable opinion of Company, unable to satisfactorily perform duties as contemplated herein. Consultant shall notify Company at the onset of any material physical disability of the Medical Director; or

d. Consultant fails to cause Medical Director to cease performing duties required under this Agreement upon ten (10) days' written notice by Company to Consultant that Company is not satisfied with Medical Director's performance.

7.02.6 In the event that a physician ceases to serve as Medical Director of a Facility on whatever basis and Consultant fails within a reasonable time (as determined in Company's sole discretion) to find a physician reasonably satisfactory to Company to serve as the new Medical Director for such Facility. Payment of the Fee (prorated for partial months) shall be discontinued as of the date the Medical Director last provided services.

7.03 Upon the occurrence of an Event of Default, Company shall be entitled to pursue such legal or equitable remedies as may be available to it to collect, inter alia, its actual and consequential damages suffered as a result thereof.

7.04 <u>Closure of a Facility</u>

7.04.1 This Agreement may be terminated by Company upon thirty (30) days prior written notice to Consultant in the event that Company in its sole discretion decides it will no longer operate a Facility. The parties acknowledge and agree that Company shall use its independent business judgment when determining whether or not to cease operating a Facility. Such independent judgment may be based upon various factors including, but not be limited to, the following operational considerations:

a. Ability of the Facility to cover reasonable expenses and maintain a reasonable profit;

b. Concentration of other dialysis facilities in the area and prevalence of viable substitutes for dialysis services provided at an outpatient clinic (e.g., home dialysis) in the area; and/or

c. Total population of patients with ESRD in the geographic area and anticipated growth in the demographics of such population.

7.04.2 Notwithstanding any provision herein to the contrary, a decision by Company to terminate this Agreement pursuant to this Section 7.04 will not be determined in a manner that will take into account the volume or value of any referrals or other business generated between the parties.

7.04.3 If this Agreement applies to more than one Facility, then termination under this Section 7.04 shall operate only to terminate this Agreement with respect to the Facility that has ceased operations, and the Agreement shall continue in full force and effect with respect to the remaining Facility. In such an instance, the Fee shall be adjusted as described in Section 5.01.

7.05 Termination by Consultant

7.05.1 Consultant may terminate this Agreement: (1) in the event of a material breach of this Agreement by Company which is not cured by Company within thirty (30) days of receipt of notice from Consultant describing such breach, (2) upon conviction of a felony by Company, or (3) upon exclusion or suspension of Company from participating in federal health care programs, including but not limited to Medicare or Medicaid.

7.05.2 Company shall only compensate Consultant for services rendered through the date of termination.

8. EXCLUSIVE USE OF FACILITY RESOURCES

Consultant and Member Physicians acknowledge that the space at the Facilities, and the supplies, equipment and time/services of the employees of the Facilities, shall be utilized by Consultant and Member Physicians exclusively (a) for the provision of dialysis services to patients of the Facilities, and (b) for the provision of services hereunder. No portion of any space at the Facilities, nor the supplies, the equipment or the time/services of any employee of the Facilities, shall at any time be utilized by Consultant or Member Physicians for their private medical practice or for any other purpose not expressly set forth in this Agreement. Notwithstanding the foregoing, Consultant or Member Physicians may enter into an agreement with Company (at fair market value and in accordance with all applicable law) to use Company space, equipment or personnel for purposes related to Consultant's or Member Physicians' private medical practice or for other lawful purposes.

9. ASSIGNABILITY

Consultant and Member Physicians shall not assign or subcontract this Agreement or assign or subcontract any of their rights hereunder without Company's prior written consent, which may be withheld in Company's sole discretion. The parties hereto agree that Company may assign this Agreement to any of Company's Affiliates without the consent of any of the other parties hereto. Company shall not assign this Agreement or assign any of its rights hereunder to any person or entity, other than an Affiliate, without Consultant's prior written consent, which shall not be unreasonably withheld. This Agreement shall be enforceable by or against any permitted assigns hereunder. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to its subject matter and as of the date this Agreement is fully executed, supersedes all previous and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, between the parties with respect to the subject matter hereof.

11. WAIVER OF BREACH

The failure of the parties to insist on strict performance of the provisions of this Agreement shall not be construed as a waiver of such provision or of any other default of the same or similar nature. No waiver, modification or change of any of its provisions shall be valid unless in writing and signed by the parties against whom such claimed waiver, modification or change is sought to be enforced. One party's waiver of any default by the other party of any provision of this Agreement is not a waiver of any other default and shall not affect the right of that party to require performance of the defaulted provision at any future time.

12. SEVERABILITY; HEADINGS

If any term or provision of this Agreement or application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of sections in this Agreement are for convenience only and shall not affect or limit the interpretation of its provisions.

13. LEGAL COMPLIANCE

13.01 This Agreement shall be construed in a manner consistent with any and all applicable federal and state laws, including, without limitation, Medicare, Medicaid, the Health Insurance Portability and Accountability Act of 1996 and other Federal and State statutes and regulations and the principles and interpretations related thereto. The parties intend to comply with the provisions of 42 U.S.C. 1395nn(a)(1) and 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time. The parties intend that this Agreement meet the requirements of (i) the Personal Services and Management contract "Safe Harbor" to the Medicare and Medicaid Anti-Kickback statute as set forth in 42 C.F.R. Part 1001.952(d); and (ii) the Personal Services Arrangement exception to the Physician Ownership and Referral legislation as set forth in 42 U.S.C. 1395nn(e)(3) and the corresponding regulations, if any.

13.02 The parties represent that as of the date this Agreement is executed the Fee negotiated and agreed upon is fair market value for services rendered based upon arm's length bargaining and is consistent with the value of similar services. Furthermore, the parties represent that the Fee is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to the Facilities or between the parties for which payment may be made in whole or in part under Medicare or any other federal health care program.

14. LIMITED RENEGOTIATION

14.01 Notwithstanding anything to the contrary in this Agreement, (a) in the event that the performance of either party of any term, covenant, condition or provision of this Agreement should jeopardize the licensure or certification of either party or (b) if there is a future change in Medicare, Medicaid, or other Federal or State statutes or regulations or written governmental interpretations thereof ("New Law") which renders any of the material terms of this Agreement unlawful or unenforceable, then (i) the unaffected provisions of this Agreement shall continue in full force and effect and (ii) either party, upon written notice to the other party ("Renegotiation Notice"), shall have the right to immediately initiate good faith renegotiation of the affected terms of this Agreement in order to restore, if possible, the intent and purpose of the affected provisions in the Agreement and to modify the Agreement as necessary so that such Agreement does not jeopardize the licensure or certification of either party, is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations.

14.02 If the parties are unable in good faith to come to a mutually satisfactory resolution regarding the affected terms of the Agreement and have failed to amend the Agreement (or enter into a new Agreement) within 90 days from date the Renegotiation Notice was received, then, unless the parties mutually agree otherwise in writing, the parties shall utilize binding arbitration in accordance with this Section to modify the Agreement as necessary so that such Agreement does not jeopardize the licensure or certification of either party, is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations.

14.03 The above referenced arbitration shall be triggered by one party providing the other party written notice of the arbitration required under this Section. Upon the other party's receipt of such written notice, both parties shall promptly appoint an arbitrator of choice from a list of arbitrators recognized by the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Services. In accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect, such appointed arbitrators will appoint a third arbitrator from the list and they shall hear the parties and make the determination as to necessary modifications to the Agreement so that the Agreement does not jeopardize the licensure or certification of either party and is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations. If AHLA or the AHLA Alternative Dispute Resolution

Service is no longer in effect, then such arbitrators shall be chosen from a list provided by the American Arbitration Association in the same manner as set forth above and such arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The parties shall irrevocably grant the arbitrators the authority to determine the modifications necessary to the Agreement so that such Agreement does not jeopardize the licensure or certification of either party and is in compliance with such New Law and continues to be in compliance with other applicable laws and regulations. Arbitration shall be binding for settlement of the modifications necessary to the Agreement as stated in the foregoing sentence. The parties agree to immediately execute any amendment, addendum or new agreement as is necessary to memorialize such modifications to the Agreement. The parties shall share the costs of such arbitrators equally between them. Each party shall bear its own expenses of preparation for arbitration.

15. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

16. BOOKS AND RECORDS OF CONSULTANT

If required by regulations now or hereafter issued by CMS pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(l)(I) of the Social Security Act), as amended, and the regulations promulgated thereunder, the books and records of Consultant necessary to certify the nature and extent of costs associated with Consultant's performance of services under this contract shall be maintained and preserved by Consultant for such period of time as provided by law so as to be available for and subject to inspection and review by appropriate agencies of the United States. In addition, if and to the extent that Consultant uses the services of a related organization to provide services hereunder, Consultant will require such related organization to maintain, preserve and make available its books and records to the same extent that Consultant is so required. In the event that this Agreement is not subject to the provisions of Section 952 or regulations promulgated hereunder, this section of the Agreement shall be null and void. The provisions of this Section shall survive the expiration or termination of this Agreement.

17. NOTICES

All notices pursuant to this Agreement shall be in writing and shall be deemed duly given and properly served: (a) delivered personally (with written confirmation of receipt), (b) when received by the addressee if sent by registered or certified mail, postage prepaid, return receipt requested, or (c) received by the addressee if sent by a recognized express delivery service, in each case, to the parties at the addresses as set forth below or at such other addresses as may be furnished to the other parties in writing:

Notice to Company:

Inland Northwest Renal Care Group, LLC

c/o Fresenius Medical Care North America
920 Winter Street
Waltham, Massachusetts 02451-1457
Attention: General Counsel

Notice to Consultant: **PERSONAL & CONFIDENTIAL**
Rockwood Clinic, P.S.
400 East 5th
Spokane, Washington 99202
Attention: CEO

With a copy to: **PERSONAL & CONFIDENTIAL**
Community Health Systems Professional Services Corporation
4000 Meridian Blvd.
Franklin, Tennessee 37067
Attn: General Counsel

18. COMPLIANCE TRAINING AND CODE OF CONDUCT

18.01 Pursuant to Company's compliance program and this Agreement, each Member Physician providing services hereunder shall be required to devote at least (i) two (2) hours to initial compliance and privacy training (if not already completed prior to the execution of this Agreement), which initial training shall occur no later than thirty (30) days after the Commencement Date of this Agreement and (ii) one (1) hour to supplemental compliance training during each year of the term of this Agreement. The initial and annual supplemental compliance training shall, as required by Company, include, but not be limited to, one or more of the following: a review of written compliance materials, a viewing of a compliance video recording and participation in a conference call to discuss compliance issues.

18.02 In the event any Member Physician providing services hereunder fails to complete the compliance training as required in this Section, Consultant hereby acknowledges and agrees that Company may retain the Fee due Consultant for services rendered hereunder until such time as every Member Physician providing services hereunder completes the required training. Once every Member Physician has completed the required training, Company shall pay Consultant the Fee due under this Agreement retained pursuant to this paragraph, such payment to be made the month following the month in which the last training was completed in conjunction with payment of Consultant's regular monthly installment of the Fee.

18.03 Consultant and each Member Physician acknowledge having received a copy of the Code of Conduct and understand that the Code of Conduct, and any revisions to it, is applicable to the position of Medical Director of a Facility and the provision of services hereunder. Consultant and each Member Physician hereby agree to complete promptly any reasonable certification regarding the Code of Conduct as reasonably requested by Company or FMCNA.

19. THIRD PARTY BENEFICIARY

Company's present and future parent corporations, including but not limited to National Medical Care, Inc. and Fresenius Medical Care Holdings, Inc., are intended third party beneficiaries of this Agreement and shall independently have the right to enforce each of the provisions of this Agreement, including, but not limited to, the restrictive covenants contained in Section 6.

20. INDEMNIFICATION

20.01 Company shall be free from all liability and claims for damages by reason of any injury to any persons, including without limitation, Member Physicians and their agents and employees, and any property of any kind whatsoever, and to whomsoever belonging, from any causes whatsoever arising out of or through the negligence or willful misconduct of Consultant or Member Physicians, or their agents or employees. Consultant hereby covenants and agrees to indemnify, defend and hold harmless Company and its Affiliates from any and all liability, claims, damages, losses, costs, obligations and expenses (including but not limited to reasonable attorneys' fees) which it may incur as a result of either the negligence or willful misconduct of Consultant and/or Member Physicians, or the agents or employees of either, or the breach by Consultant or Member Physicians of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

20.02 Consultant shall be free from all liability and claims for damages by reason of any injury to any persons, including without limitation, Company and its Affiliates and employees, and any property of any kind whatsoever, and to whomsoever belonging, from any causes whatsoever arising out of or through the negligence or willful misconduct of Company, or its Affiliates or employees. Company hereby covenants and agrees to indemnify, defend and hold harmless Consultant and Member Physicians from any and all liability, claims, damages, losses, costs, obligations and expenses (including but not limited to reasonable attorneys' fees) which it may incur as a result of either the negligence or willful misconduct of Company, or its Affiliates or employees, or the breach by Company of the provisions of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

21. NO CONFLICTS

Consultant hereby represents and warrants to Company the following: (a) that Consultant and Member Physicians are under no obligation or commitment, contractual or otherwise, that would prohibit or prevent them from entering into this Agreement and (b) that each is free to enter into and perform under this Agreement.

22. JOINT EFFORT

The preparation of this Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

23. ATTACHMENTS; PRIORITY OF DOCUMENTS

All attachments (including but not limited to Schedules) to this Agreement are incorporated herein by reference and made a part of this Agreement. Notwithstanding the foregoing, to the extent that any provision of any attachment hereto conflicts or is contrary to this Agreement, then the provisions in this Agreement shall govern.

24. AUTHORIZED SIGNATURE

This Agreement shall not be deemed accepted by Company unless and until an authorized officer of Company has signed this Agreement. No other act or writing by an agent, officer or manager of Company shall cause this Agreement to be a valid, effective or binding contract on Company.

25. FORCE MAJEURE

Neither party shall be liable nor deemed in default for any delay or failure to perform any of its duties or obligations under this Agreement resulting directly or indirectly from any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control. Notwithstanding the foregoing, each party shall, at all times, use commercially reasonable efforts to perform its duties and obligations under this Agreement.

26. COUNTERPARTS; FACSIMILE EXECUTION

This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. Such executions may be transmitted to the parties by facsimile (such facsimile may also be transmitted via e-mail) and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original or facsimile executions or a combination of both, shall be construed together and shall constitute one and the same agreement.

27. EFFECTIVE DATE

Unless otherwise indicated herein, this Agreement is effective as of the later of the dates indicated by the parties below (the "Effective Date").

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates written below.

INLAND NORTHWEST RENAL CARE GROUP, LLC
By its member:

Renal Care Group, Inc.

Name: Maria T. C. Gillis
Title: Assistant Treasurer
Date:

ROCKWOOD CLINIC, P.S.

Name: Tracy Whiting
Title: CEO
Date: 1/19/12
NPI Number 1417953787
Federal Tax
ID Number: 91-1352993

SCHEDULE A

Intentionally Omitted

SCHEDULE B

FRESENIUS MEDICAL SERVICES ("FMS") MEDICAL DIRECTOR DUTIES AND RESPONSIBILITIES

The Medical Director is directly responsible for the creation and preservation of high quality professional care of patients at a Facility. A Facility refers to all of the outpatient dialysis services provided by or administered out of an outpatient dialysis facility (including, for example, any and all nocturnal in-center programs, and any and all home dialysis programs)[1] which is owned or operated by a subsidiary or affiliate of Fresenius Medical Care North America ("FMCNA" or "Company"). The Medical Director is responsible for planning, organizing, conducting and directing the professional services of a Facility, and to that end, has specific duties and authorities as set forth (a) in the contract of medical director services, (b) as required under the Conditions for Coverage for End-Stage Renal Disease, 42 C.F.R. § 494.1 *et seq.*, and Interpretive Guidelines thereto promulgated by the Centers for Medicare & Medicaid Services ("CMS") (collectively, the "Conditions for Coverage"), (c) as required under state licensing or other applicable laws, and (d) as assigned to him/her in the Governing Body and Medical Staff Bylaws.

While the Governing Body is responsible for overall management of such Facility and the Area Manager (or other appointed Facility Chief Executive Officer) exercises responsibility for the management of a Facility, the Medical Director shall be responsible for the delivery of patient care and outcomes in the Facility and is accountable to the Governing Body for the quality of medical care provided to patients at the Facility.[2] As such, it is often stated in this document that the Medical Director shall "ensure" that a particular task is completed. Where the Medical Director is to "ensure" a task is completed, it is expected that the Medical Director will perform such task personally or, through appropriate and reasonable delegation, oversee that such task is properly completed.

Medical Director responsibilities include, but are not limited to, those set forth below.

I. GENERAL MEDICAL DIRECTOR DUTIES (CONDITIONS FOR COVERAGE RELATED ISSUES)

A. On-Call Availability

1. Assist in ensuring that each attending physician (including the Medical Director if he/she is an attending physician) provides the Facility with instructions that clearly explain how he/she

[1] If a home dialysis program has a Medicare provider number different from the Medicare provider number of an outpatient dialysis facility, then such home dialysis program is a separate "Facility" for purposes of this document.

[2] A Facility must have a single Medical Director who meets the qualifications under the Conditions for Coverage. The Governing Body and such Medical Director may designate other physician(s) to direct the home hemodialysis or peritoneal dialysis programs, provided that it is understood that any such home dialysis medical director reports to the Medical Director of the Facility who remains ultimately accountable for such programs, and that all home dialysis programs are under the same Governing Body and quality assessment and performance improvement program oversight as the in-center dialysis services.

is to be contacted, including office and other telephone numbers, as well as any applicable pager or mobile phone numbers, and updates to any changes to such numbers. Such requirement is due to the fact (a) that the health care of every patient must be under the continuing supervision of a physician who is available for situations involving the Facility, patients or staff and (b) the Facility must have a written plan for physician coverage during illness, vacation and holidays. The Medical Director shall ensure that Facility staff and patients are provided written instructions for obtaining emergency medical care.

2. If an attending physician cannot be located or contacted and no coverage is available or responding, provide guidance, as Medical Director, to Facility staff on how to address patient issues (e.g., refer patient to hospital, etc.) until the attending or covering physician can be contacted. The Medical Director is to follow-up with unresponsive attending physicians and take appropriate action, in conjunction with the Governing Body as necessary, to prevent future occurrences.

3. Be on-call to fulfill Medical Director functions including, but not limited to, responding to any emergency involving the Facility, patients or staff that might impact patient care, whether during operating hours or when the Facility is not open. If not available (e.g., on vacation or otherwise not available), arrange for Medical Director coverage in accordance with the Medical Staff Bylaws by a qualified physician and provide the Area Manager with prior notice as to the physician providing such coverage and the duration of such coverage.

B. <u>Clinical Management</u>

Policies and Procedures

1. Participate, as a member of the Governing Body, in the development, by means of periodic review and approval, of the Company's patient care policies and procedures manual(s) for the Facility. The Medical Director may suggest changes to such policies and procedures consistent with FMCNA Clinical Policy 138-010-005 -- FMCNA Policy and Procedure Guidelines (as amended) ("Procedure to Modify Policies"). This policy requires the Medical Director and the Clinical Manager to correspond in writing with the FMS Chief Medical Officer and Vice President of Clinical Quality Management to establish agreement on any changes in the policy and procedure that might be relevant to local issues.

2. Ensure that all policies and procedures relative to patient admissions, patient care, infection control, and safety, are made available to Facility staff, attending physicians and non-physician providers granted privileges to care for patients in the Facility ("non-physician providers"). The Medical Director shall further ensure that such policies and procedures are adhered to by all such individuals who treat patients in the Facility. Such efforts may include, but not be limited to, working cooperatively with the Area Manager and the Clinical Manager who shall assist the Medical Director in the oversight and review, monitoring and implementation of policies and procedures relating to:

- Patient care and the delivery of high-quality, safe and effective dialysis.
- Facility's quality assessment and performance improvement program ("QAI program").

- Interdisciplinary team participation in comprehensive patient assessments and reassessments, patient plans of care, and the QAI program.
  - REMINDER: The Medical Director is not a member of the interdisciplinary team (except in the capacity as attending physician for his/her own patients). The Medical Director's involvement is to oversee that each attending physician and other interdisciplinary team member participate per Facility policies. The Medical Director is expected to get involved if the interdisciplinary team members fail to appropriately participate, complete documentation, respond to QAI activities, etc.
- Patient rights, admission, grievances and discharge.
- Prevention, treatment, and safe contact with patients with hepatitis and other contagious diseases.
- Compliance with standards and regulations issued by CMS, AAMI, OSHA, CDC, regarding infection control and water and dialysate quality as specified in the Conditions for Coverage and prevalent in the industry.
- Timely and appropriate referral of patients for transplant evaluation;
- Disaster preparedness plan.
- FMCNA compliance programs, policies and procedures.

3. Ensure that Facility staff have educated patients on options regarding all treatment modalities and settings including transplantation, home dialysis (e.g., intermittent peritoneal dialysis, CAPD, CCPD, home hemodialysis) and in-center hemodialysis. If the Facility does not offer a specific modality, then ensure such patients are informed regarding other facilities which provide such modalities.

Tracking Interdisciplinary Team Participation – Patient Comprehensive Assessments and Patient Plans of Care

4. Ensure, with the assistance of Facility management, that appropriate qualified Facility staff are participating on each patient's interdisciplinary team. The interdisciplinary team members include, at a minimum, a patient's treating physician (who serves as the leader), the patient or the patient's designee (if the patient chooses), a registered nurse, a social worker, and a dietitian ("interdisciplinary team"). Each patient's interdisciplinary team is responsible for developing for such patient an individualized and comprehensive assessment of his/her needs which is used to develop the patient's treatment plan and expectations for care (i.e., patient plan of care). A physician extender who serves in lieu of the attending physician to the extent that state practice laws, Facility policies and the Conditions for Coverage so allow, may participate in the assessment and development of the plan of care.

The Medical Director shall:

- Ensure that an interdisciplinary team provides each patient an individualized and comprehensive assessment (and reassessment) of his/her needs with the components and frequency as set forth in the Conditions for Coverage.
- Ensure that an interdisciplinary team completes the patient's plan of care with the components and frequency as set forth in the Conditions for Coverage.

- Ensure that an interdisciplinary team appropriately tracks each patient's transplantation referrals consistent with the Conditions for Coverage.
- Assist in resolving any conflict among interdisciplinary team members (e.g., between an attending physician and Facility staff) regarding patient care issues and, as necessary, elevate such conflicts consistent with Facility policies (e.g., Medical Advisory Board).
- Ensure that all patients have a current, properly signed, patient comprehensive assessment and patient plan of care for stable and unstable patients, as applicable, and that all standing orders are current.
- Support efforts of Facility staff to ensure patient adherence to the dialysis schedule and other treatments.

Quality Assessment and Performance Improvement

5. Have operational responsibility for the QAI Program. The Medical Director shall provide leadership of the Facility's QAI Program by serving as the chair of the QAI Committee, which is appointed by and accountable to the Governing Body. The QAI Program is designed and implemented to objectively, systematically, and comprehensively monitor, evaluate, and improve the quality and appropriateness of patient care and services by identifying opportunities and resolving identified problems through the use of continuous quality improvement (CQI) methodology to achieve measurable improvement of health outcomes and reduce medical errors. The goal of the QAI Program is to maximize the number of patients who achieve each patient target as outlined in the Measures Assessment Tool (MAT) which CMS indicates is the current professionally-accepted clinical standards (based on current CMS Clinical Performance Measures (CPMs), the National Kidney Foundation Kidney Disease Outcomes Quality Initiative ("KDOQI") guidelines, etc.), and on the FMS Quality Status Reports (QSRs). The Medical Director shall:

- Prepare for, attend and, as Chair, lead the monthly QAI Committee meetings.
- Periodically review and approve the Facility's QAI Program (and the Medical Director may suggest changes consistent with the Procedure to Modify Policies).
- Review overall quality indicators related to improved patient health outcomes in the categories set forth in the Conditions for Coverage, inclusive of the target levels in the MAT. If the quality indicators do not meet such target levels, assist in developing and oversee the corrective action plan (including, but not limited to, communications from the Medical Director to attending physician individually, through Medical Staff meetings, etc. on the relevant issues) to bring such quality indicators in conformity with the MAT target levels. If an attending physician does not agree with the target levels set forth in the MAT, then ensure that such attending physician documents his/her disagreement with such target levels in the applicable patient's medical record and provide rationale and new targets that the QAI Committee is informed.
- Educate Facility staff, attending physicians and non-physician providers in the QAI Program objectives.
- Review the method of prioritizing the importance of improvement projects.
- Include and encourage all staff to participate towards achieving QAI Program goals.

- Communicate with the Governing Body regarding the status of QAI Program activities and regarding needs identified by the QAI team, particularly when resources are required to address QAI Program improvements.
- Provide clinical guidance regarding the development of performance improvement plans/activities.
- Participate in the evaluation of the effectiveness of performance improvement plans/activities.
- Oversee infection control and water and dialysate quality which duties are set forth in more detail below.

6. Review Clinical Variance Reports (CVRs) (adverse events) with Clinical Manager and QAI Committee to ensure appropriate intervention.

7. Monitor, with the Clinical Manager and QAI Committee, CVRs and assist in submission of MDRs when appropriate to do so.

Infection Control

8. Assume accountability, as the leader of the QAI Committee, for oversight of infection control issues. The Medical Director shall:

- Ensure compliance by Facility staff with the standards and regulations regarding infection control issued by CMS, AAMI, OSHA, CDC as set forth in the Conditions for Coverage.
- Ensure adherence by Facility staff to Facility policies and procedures regarding infection control.
- Ensure that clinical staff report infection control issues to the Medical Director and QAI Committee and that infection control and patient safety issues are continuously reported and discussed in QAI meetings.
- Ensure that he/she is familiar with and able to describe the Facility's infection control program and reporting mechanisms.
- Ensure Facility reports all communicable diseases to the state and CDC as required pursuant to applicable federal and state laws and regulations.
- Ensure all Facility staff wear appropriate personal protective equipment when at risk for blood splatter and practice hand hygiene as appropriate and in accordance with Facility policies and procedures and the Conditions for Coverage.

Water and Dialysate Quality

9. Oversee the safety and quality of the water used for patient treatments. The Medical Director shall:

- Ensure that he/she is knowledgeable of the water treatment system installed and assure that the system, as installed, will produce water meeting AAMI quality standards.
- Ensure, as leader of the QAI Committee, that water and dialysate monitoring is continuously reported to the QAI Committee and documented within the QAI materials.

- Participate in analyzing and addressing water or dialysate quality test results outside of expected parameters.
- Review and sign each month the following reports: AAMI water quality reports, chlorine and chloramine log, and endotoxin/colony count reports.
- Ensure compliance by Facility staff with standards and regulations regarding water and dialysate quality issued by CMS and AAMI as set forth in the Conditions for Coverage.
- Ensure adherence by Facility staff with Facility policies and procedures regarding water and dialysate quality.
- Ensure Facility Staff shall immediately notify the Medical Director in the event of a chlorine or chloramine breakthrough.
- Consistent with Facility policies and procedures, develop standard protocols in conjunction with Company and/or Facility management which require blood and dialysate cultures and endotoxin levels be collected routinely. In the event of patient adverse reaction(s) potentially related to the water treatment or dialysate systems, then such tests shall be repeated with appropriate patient evaluation (including blood cultures).
- Ensure that he/she and other appropriate Facility staff are able to recognize the need to evaluate the water system in the event of patient adverse reaction(s) potentially related to the water treatment or dialysate systems and to take indicated corrective action.

Patient Involuntary Discharge Policies

10. Ensure that all Facility staff and the interdisciplinary team members follow the Facility's patient discharge and transfer policies and procedures. If transfer or discharge is due to a patient's abusive or disruptive behavior which seriously impairs the delivery of care to the patient or the ability of the Facility to operate effectively, ensure that interdisciplinary team, before any such discharge or transfer:

- Reassesses the patient consistent with the comprehensive patient assessment process.
- Documents the problem and ongoing efforts to resolve the problem.
- Obtains a written discharge or transfer order signed by the attending physician and Medical Director.
- Documents efforts to place the patient in another facility.
- Notifies the state survey agency (e.g., state department of health) and the ESRD Network

In the case of immediate severe threats to the health and safety of others, ensure that the Facility utilizes the abbreviated involuntary discharge procedure approved by the Governing Body.)

Miscellaneous

11. Assist in determination, development, implementation and monitoring of any plans of correction and corrective actions resulting from state and federal surveys.

C. Physician and Non-Physician Provider Management

Medical Staff Bylaws – Attending Physicians and Non-Physician Providers

1. Serve as Chair of the Medical Staff, and prepare for and attend Medical Staff meetings to be held on a regular basis (at least semi-annually).

2. Review the Medical Staff Bylaws and assist in making any necessary changes, consistent with the procedures set forth in such Bylaws.

3. Ensure that the Facility has open enrollment for membership on the Medical Staff and for non-physician providers seeking privileges and assist and encourage eligible nephrologists to join the Medical Staff.

4. Participate in determining physician and non-physician provider privileges and support the credentialing process including review of applications, credentialing, verification reports, interviews, recommendations, and follow-up, if necessary.

5. Ensure that all Facility attending physicians and non-physician providers are provided a copy of (or access to) the Medical Staff Bylaws and Governing Body Bylaws and comply with such Medical Staff and Governing Body Bylaws and state and federal regulations.

6. Participate in taking disciplinary action with respect to Medical Staff members when necessary and consistent with the Medical Staff bylaws. The Medical Director acknowledges that the Governing Body may, after consultation with the FMCNA Law Department, report to, or seek involvement of the Network Medical Review Board, National Practitioner Data Bank, state department of health, state licensing organizations, state or national professional organizations, and any other suitable agencies or organizations regarding a physician's inadequate provision of care based on the local standard of practice or inappropriate, unprofessional or illegal conduct.

Policies and Procedures

7. Ensure, in conjunction with the Governing Body: (a) that all physicians and non-physician providers (b) are oriented to the Facility and their responsibilities, (c) are informed of all Facility policies and procedures including, but not limited to, policies and procedures relative to patient admissions, patient care, infection control, safety, medical records and the QAI Program and (d) are given access to such policies and procedures. Oversee that evidence is maintained in the physicians' and non-physician providers' credentialing file that they understood and agreed to the Medical Staff Bylaws, policies and procedures and responsibilities related to the QAI Program.

8. Ensure adherence by physicians and non-physician providers to Facility policies and procedures relative to patient admissions and discharge, patient care, medical records, infection control, and safety.

9. Ensure physician and non-physician provider compliance with Facility medical records policies and rules such as proper completion of medical records, patient comprehensive assessments, and plans of care, prompt signing of orders and timely completion of other pertinent documentation.

10. Ensure all Medical Staff, and non-physician providers wear appropriate personal protective equipment when at risk for blood splatter and practice hand hygiene as appropriate and in accordance with Facility policies and procedures and the Conditions for Coverage.

Patient Care

11. Communicate, in conjunction with the Governing Body, to the physicians and non-physician providers the expectations regarding their participation in improving the quality of medical care provided to Facility patients.

12. Ensure that each attending physician participates, as leader of each of his/her patient's interdisciplinary team, in the patient comprehensive assessment, plan of care, and, as appropriate, QAI Program activities (including, but not limited to, evaluating QAI results and other outcome data). A physician extender who serves in lieu of the attending physician to the extent that state practice laws, Facility policies and the Conditions for Coverage so allow, may participate in the assessment and development of the plan of care.

13. Ensure (with the assistance of Facility management as part of the QAI Program) that an attending physician or non-physician provider, <u>on a monthly basis</u>, sees his/her patients (including home dialysis patients), whether in the Facility or at his/her office or other site, documents such visit in a progress note and provides such progress note or other proper documentation of the visit to Facility staff for placement in the Facility's medical record.

14. Ensure (with the assistance of Facility management as part of the QAI Program) that an attending physician or non-physician provider, <u>on a quarterly basis</u>, visits his/her in-center hemodialysis patients at the Facility while such patients are receiving in-center dialysis, and documents the same in the medical record.

15. Ensure that physicians or non-physician providers assess on an ongoing basis the adequacy of each patient's dialysis prescription (a) at least monthly for hemodialysis patients by ordering and evaluating delivered Kt/V or an equivalent measure, and (b) at least every 4 months for peritoneal dialysis patients by ordering and evaluating delivered weekly Kt/V or an equivalent measure.

16. With the assistance of Facility management, develop and publish a common Physician Call schedule if the Medical Staff desires to cross cover patients. Otherwise, ensure each attending physician provides an individual call schedule and all required contact information.

17. Ensure that all attending physicians provide patients with treatment options as to all modalities of ESRD therapy, including home hemodialysis, nocturnal hemodialysis, CAPD, CAPD, and renal transplantation.

D. Facility Staff Management

1. Assist in management of staffing issues including:

- Oversee, in conjunction with the Clinical Manager, appropriate patient/staff ratios consistent with Facility and FMS staffing policies.
- Assist in Facility staff recruitment and retention activities as requested (e.g., interviews, outreach, and education).
- Participate in selection of candidates for key staff positions in the Facility.
- Participate in mediation of grievances, when requested.
- Oversee, in conjunction with the Clinical Manager, planning short-term coverage for staff shortages.
- Participate in disciplinary action of staff members when requested by the Area Manager or Clinical Manager.

2. Oversee staff education, training and performance, including:

- With the assistance of Facility management, ensure that Facility staff members receive the appropriate orientation, education and training to competently perform their job responsibilities; such orientation to be documented in their employee file.
- With the assistance of Facility management, oversee and monitor the performance of Facility Staff to ensure that Facility Staff are competent to carry out the their assigned duties (e.g., to adequately monitor the patient and dialysis process, to provide needed social services, etc.) and Facility staff follow Facility policies regarding expected performance.
- Serve as an educational resource for Facility staff.
- Lead educational sessions for the staff on a regular basis (at least 4 times a year).
- Support efforts of patient education.
- Periodically review and make recommendations on training materials.
- Assist in development of in-services, other educational programs, and staff training.
- Review and assess vendor, laboratory, pharmaceutical and product formulary appropriateness.
- Review and approve the training program for the technicians who perform monitoring and testing of the water treatment system.
- Review and approve the training program for patient care dialysis technicians.

3. Coordinate emergency medical care to patients or staff members suffering an urgent, life-threatening illness, potentially contagious disease, or needlestick or sharps accidents.

4. Actively participate in arranging for proper care of patients when disasters occur such as hurricanes, flooding, earthquakes, blizzards, terrorist threats, fires and power loss.

E. Governing Body Responsibilities

1. Prepare for, attend and actively participate on Governing Body meetings (at least four times a year and as otherwise scheduled).

2. Facilitate communication between Medical Staff and Governing Body.

3. Be accountable to the Governing Body with respect to the delivery of patient care, the outcomes, and quality of medical care provided to Facility patients.

4. Facilitate communication between the QAI Committee and Governing Body.

5. Communicate with the FMS Chief Medical Officer as necessary on issues brought before the Governing Body which entail a change of policy and procedure.

F. Communications with Outside Resources

1. Participate in discussions with administrators of Skilled Nursing Facilities, Nursing Homes and Extended Care Facilities to coordinate continued quality care for dialysis patients cared for jointly in such institutions.

2. Participate in the administrative duties associated with the transfer of patients to or from other dialysis facilities (for example, as a result of a change in patient insurance coverage, change in address or change to another facility).

3. Ensure that attending physicians complete administrative duties associated with transient, temporary, or visiting patients. When requested by the Area Manager or the Clinical Manager, review medical records for the purpose of acceptance or rejection of transient patients seeking temporary dialysis services.

4. Communicate and participate in establishing a formal relationship with transplant programs regarding transplant criteria and referral of potential transplant candidates, and ensure that attending physicians refer all eligible and willing patients for transplantation evaluation.

5. Communicate and participate in establishing a relationship with associated Surgical/Radiological Departments regarding availability and quality of vascular access services for all patients.

6. Assist in ensuring that proper medical records and monthly progress notes are forwarded from referring hospitals and physician offices, and oversee the proper sharing of patient medical information between hospitals and facilities upon admission or discharge, as applicable.

7. Ensure proper completion of the End Stage Renal Disease Medical Evidence Report, Form 2728, and all other CMS forms or other required documentation.

G. Facility Management

1. Assist Facility Management, on at least a quarterly basis, in overseeing Facility operations, including participation with the Area Manager and Clinical Manager in budget development, cost containment efforts, financial performance and reimbursement problems.

2. Oversee that dialysis equipment and other technical component services meet clinical care standards.

3. Ensure that Facility staff are prepared to respond appropriately and safely to emergency situations, i.e., fire or patient/visitor violence.

H. Knowledge of Current Legal Requirements and Role of Medical Director

1. Be familiar with the Conditions for Coverage.

2. When presented by the Area Manager, Clinical Manager or Chief Medical Officer, review changes in regulatory requirements issued by AAMI, CMS, OSHA, CDC etc.

3. With the Area Manager and Clinical Manager, as requested, or when there have been major changes, review Medicare Fiscal Intermediary's local medical review policies.

4. When requested, participate in ESRD Network activities, representing the Facility.

5. Be aware of and monitor the effects on patients and staff of all approved clinical research projects that are to be carried out in the Facility.

6. Attain adequate CMEs each year to ensure updated knowledge on regulatory issues as well as general nephrology issues and keep specialty current.

7. Keep up-to-date regarding the functions and role of the medical director of an outpatient dialysis facility (e.g., take courses, review literature, attending conferences, attend the FMCNA medical director meeting, etc.).

I. Enforcement

If a Medical Director fails to fulfill his/her responsibilities as a Medical Director after Facility management or Company management have taken reasonable steps to counsel such Medical Director as to the nature of his/her deficiencies in providing Medical Director services and resolve the issues accordingly, the Governing Body may, after consultation with the FMCNA Law Department and Chief Medical Officer or his/her designee, report to, or seek involvement of, the Network Medical Review Board, state department of health, state licensing organizations, state professional organizations, and any other suitable agencies or organizations.

SCHEDULE C

QUALITY GOALS

FMCNA's Quality Metrics, as set forth in the February 2009 and December 2007 memos to FMS Medical Directors from J. Michael Lazarus, M.D. and Raymond M. Hakim, M.D., Ph.D., are attached hereto and incorporated as part of this Agreement.

Internal Memo

Fresenius Medical Care
North America
Corporate Headquarters
Reservoir Woods
920 Winter St.
Waltham, MA 02451-1457

To: FMCNA Medical Directors

From: J. Michael Lazarus, M.D.
Raymond M. Hakim, M.D., Ph.D.

Dr. Lazarus: 781-699-2215
e-mail: michael.lazarus.md@fmc-na.com

Dr. Hakim : 615-345-5541
Email : raymond.hakimMD@fmc-na.com

Date: February 27, 2009

Re: Revised Calculation of UltraScore

The use of the UltraScore as a quality measure has resulted in significant improvement in the quality outcome components of the UltraScore, the "SubScore" (% of patients with eKt/V $\geq$ 1.2, Hemoglobin between 11-12 g/dl, no catheters, Albumin $\geq$ 4.0 g/dl and Phosphorus between 3.5 – 5.5 mg/dl) as well as patient mortality.

As you know, the calculation of the UltraScores for 2007 & 2008 were derived based on an average or baseline crude mortality in 2006 of 18%. Since the crude mortality has actually decreased over the past two years, it has become necessary to change the UltraScore calculation using a proper baseline mortality.

We propose to implement the following changes in the calculation of the UltraScore, as it relates to mortality:

1. Use of the Standardized Mortality Ratio (SMR)

   The use of the SMR will automatically adjust for differences in patients' age, gender, race and presence or absence of a diabetic diagnosis and, thus make comparisons of mortality more accurate. SMR is a case mix adjustment tool used both by CMS, USRDS and the industry at large. In addition, use of the SMR instead of the "crude mortality" which was used in previous years, will not obviate a change in the calculation of the UltraScore in the future, since the average SMR will always be 1.0.

2. Impact of SMR

   Facilities with mortality better than the average (SMR less than 1.0) will get credit (i.e. additional UltraScore points) and those with SMR > 1.0 will have points deducted.

   We have analyzed various methods of accounting for changes in SMR and propose the following methodology:

- The SMR will be calculated and used only for HD facilities with greater than 25 patients, and for PD programs greater than 10 patients. Calculation of mortality and SMR for smaller facilities results in wide swings from quarter to quarter and year to year. For such facilities (i.e. smaller than 25 HD and 10 PD patients) the UltraScore will consist only of the sum of the 5 quality outcomes and will not be influenced by SMR or mortality calculations. Should facilities or PD programs increase their census to above these thresholds, they will then have the mortality component calculated.

- In all other facilities the UltraScore will be calculated using SMR and the formula: "UltraScore = total score + 100 (1-SMR)."

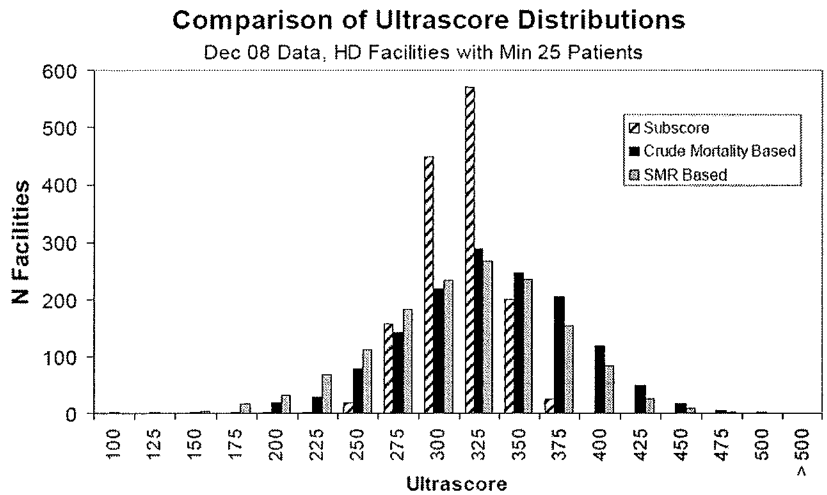
- For example, if the SMR is 1.0 (that is the average mortality) there will be no addition or subtraction to the calculation of the 5 quality outcomes. If the SMR is 1.3, (i.e. a facility with mortality 30% higher than the average) there will be a subtraction of 30 points [100 (1-1.3) = -0.3 x 100 = -30] from the SubScore. Similarly if the SMR is 0.8 (a mortality rate 20% lower than average) there will be a bonus of 20 points to the SubScore. In other words, add 10 points for every 0.1 SMR below 1, and subtract 10 points for every 0.1 SMR above 1.0.

- In order to avoid negative UltraScore values, or abnormally high UltraScore values, facilities with SMR $\geq$ 2.0 (twice the average mortality), will be limited to a subtraction of -100 points, and facilities with SMR < 0.5 will be limited to a bonus of +100 points.

3. Advantages of SMR Calculation

This methodology results in the same distribution of UltraScore as we currently have (mean score of 303 and SD of 54). (See figure 1). Therefore most of you, except for small facilities, should not see major changes in your UltraScore. This calculation will also avoid the need to make yearly changes as average mortality improves.

Figure 1



Comparison of Ultrascore Distributions
Dec 08 Data, HD Facilities with Min 25 Patients
600
500
400
300
200
100
0
N Facilities
Subscore
Crude Mortality Based
SMR Based
100
125
150
175
200
225
250
275
300
325
350
375
400
425
450
475
500
> 500
Ultrascore

Internal Memo

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To: FMS Medical Directors

From: J. Michael Lazarus, M.D.
Raymond M. Hakim, M.D., Ph.D.

Date: December 20, 2007

Re: 2008 Quality Metrics

Following a two day intensive "Quality Summit" with leaders of the FMS Quality Program and members of the FMS Medical Advisory Board held in October 2007, we have made substantial changes to our Quality Enhancement Program. The major conclusions of the meeting were to increase emphasis on a limited number of quality outcomes specifically those having the highest impact on patient survival; and to develop an "UltraScore" that will allow the recognition of outstanding facilities and, equally important, recognize facilities that are improving. The specific Indicators, Patient Targets, outcomes of facilities in the highest 10% and outcomes of facilities in the lowest 10% (Critical Action Thresholds) are outlined in Table 1.

TABLE 1
2008 Primary Quality Targets and Action Thresholds
Hemodialysis

Category	Indicator or Outcome	Patient Target	Highest 10th Percentile	Lowest 10th Percentile (Critical Action Threshold)
Dialysis dose	eKt/V	1.2	> 97%	< 80%
	Monthly Kt/V	100%*	TBD	TBD
Anemia Management	Hgb	11 – 12 g/dL	> 49%	< 26%
Nutrition/Inflammation	Albumin	≥ 4.0 g/dL	> 48%	< 27%
Vascular Access	Catheters	No Catheter	> 91%	< 65%
Mineral Metabolism	Phosphorus	3.5 –5.5 mg/dL	> 65%	< 43%
Major Outcome	Crude Mortality	n/a	< 9 deaths/100 pat years	> 27 deaths/100 pat years
	SMR	n/a	< 0.3	> 1.6
	Hospitalization Rate	n/a	< 6.5 days/pat year	>18 days/pat year

In addition to reducing the number of key indicators to 5, we have also changed the "patient targets" to the optimal outcomes. For example, since most observational and research information indicates that an albumin of 4.0 g/dL results in better mortality and hospitalization outcomes than 3.8 g/dL, we have increased the albumin target to 4.0 g/dL. Similar reasoning went into our selection of a hemoglobin target of 11.0-12.0 g/dL.

The dialysis adequacy outcome will now focus on the equilibrated Kt/V (eKT/V). We will no longer utilize URR or single pool Kt/V (spKt/V) as a quality target or goal, although both those values will be available on routine laboratory reports.

We are also moving to a new initiative utilizing measurement of a Monthly Dialysis Dose (MKt/V) to more easily take into account "no show" and shortened dialysis. This is possible because we measure clearance with each and every dialysis with On-Line Clearance (OLC). Although outcome data with a monthly measure is not currently available, over the coming year we will report the total dialysis therapy received as a percentage of the ideal target – e.g. for months in which there are 13 treatments, the goal will be 13 times an eKt/V of 1.2. If patients miss treatments or if treatment time is reduced, the percentage Kt/V achieved over the entire month will be accordingly less than the targeted MKt/V. We believe this will be a more accurate measure of treatment adequacy and will illustrate to patients the adverse effects of reducing time and skipping dialysis treatments. Facility target and critical action thresholds will be developed over the coming year based on subsequent correlations of this Monthly Kt/V (MKT/V) with mortality and hospitalization.

As noted above, another change is in the hemoglobin target from greater than 11.0 g/dL to a target of 11.0-12.0 g/dL. Obviously, the percent of patients achieving this much narrower target will be less. However, based on current literature and guidance from the FDA and CMS, we believe this is a more appropriate target in anemia management, and again the comparison will be to that achieved by the highest 10% of facilities.

The literature suggests that the presence of a central venous catheter is deleterious (in terms of increased sepsis and mortality) starting from the date of insertion. Therefore, we will count all catheters (not just those after 90 days) in the facility goal and critical action threshold.

Phosphorus will be our principal measure for the bone/mineral metabolism category. We believe an elevated serum phosphorus is the major measurable driver of bone and mineral dysmetabolism.

Similarly, Table 2 provides information on the 5 major targets for peritoneal dialysis patients which include dialysis dose (Weekly KT/V), inflammation/nutrition (Albumin), anemia management (Hemoglobin), mineral metabolism (Phosphorus) and peritonitis rate.

TABLE 2 2008 Primary Quality Targets and Action Thresholds Peritoneal Dialysis				
Category	**Indicator or Outcome**	**Patient Target**	**Highest 10th Percentile**	**Lowest 10th Percentile (Critical Action Threshold)**
Dialysis Dose	WKT/V	≥ 2.0	> 85%	< 42%
Inflammation/Nutrition	Albumin	≥ 4.0 g/dL	> 40%	< 8%
Anemia Management	Hgb	11 – 12 g/dL	> 49%	< 18%
Mineral Metabolism	Phosphorus	3.5 – 5.5 mg/dL	> 79%	< 40%
Peritonitis* Rate		≤ 0.5 episodes/12 months	< 0.12 episodes / 12 months	> 0.88 episodes/12 months
Major Outcome	Crude Mortality	n/a	< 7 deaths/100 patient years	> 26 deaths/100 patient years
	SMR	n/a	0	> 2.5
	Hospitalization Rate	n/a	< 3 days/patient year	>16 days/patient year

You will note that we have increased the weekly Kt/V (WKT/V) target to 2.0. Last year we lowered this target to 1.7 as a minimum target based on recent literature. Unfortunately, many PD programs focused on the 1.7 as a target rather than a minimum dose and our adequacy outcomes dropped. As a result of this, the consensus was to return to a Weekly KT/V target value of 2.0.

Although achieving an albumin target of 4.0 g/dL is considerably more difficult in PD patients, we believe this to be a more appropriate inflammatory/nutritional goal. With PD patients we have likewise changed the hemoglobin goal to 11.0-12.0 g/dL.

We have identified several process measures which we believe are important but have less impact on patient survival than the 5 major outcomes noted above. These 6 process measures include foot checks in diabetics, fistula rate (hemodialysis only), vaccination for hepatitis B, influenza, and pneumococcal pneumonia, and documentation that the patient has been educated on the option of renal transplantation. They are in a category which we denote as Secondary Quality Metrics (Table 3).

TABLE 3 2008 Secondary Indicators or Processes	
Indicators	**Facility Goal**
Footchecks	100%
Fistula Rate (HD only)	60%
Hepatitis B Vaccination	100%
Influenza vaccination (previous year)	100%
Pneumococcal vaccination (q 5 yrs)	100%
Transplant Education Documentation (annual)	100%

If any of these indicators or outcomes were achieved outside an FMS facility, the date and the name of the responsible party should be recorded in the patient's chart and will be counted towards the facility goal. We will notify staff later as to how this information will be recorded in Proton and AMI.

You will note that some of the previous parameters or indicators which we used in the Quality program are no longer being pursued as quality goals in 2008. That does not mean they are not important clinical issues and will require your continued diligence in management. For the 6 laboratory outcomes - potassium, PTH, bicarbonate, ferritin, calcium and transferrin saturation, we have elected not to identify a "Target" value, but rather have identified as a reference the 10^{th} and the 90^{th} percentile values from the most recent patient data (Table 4).

TABLE 4 Parameters or Outcomes being removed from Quality Program		
	***10th to 90th Percentile**	**Facility Goal**
Potassium	3.9 – 5.6 mEq/L	None
PTH	100 – 800 pg/mL	None
Bicarbonate	20.1 – 27.9 mEq/L	None
Ferritin	100 – 1100 pg/mL	None
Calcium	8.4 – 10.0 mg/dL	None
TSAT	16 – 43%	None

We will not report results of these tests as part of the Quality Status Report (QSR) but in the future hope to give you distribution of outcomes of these various tests.

As we mentioned at the beginning, a major change to our quality program is the development of an **UltraScore**, both for hemodialysis and peritoneal dialysis. The UltraScore will be determined by adding the percentage of patients achieving the target for each of the 5 primary parameters to obtain a point score. The absolute maximum UltraScore for the 5 parameters would be 500 since the ultimate would be to have 100% of patients achieve each of these goals. Although the focus of the new quality improvement metrics is to reduce mortality, many of us are aware that occasionally, patient mortality is an outcome that may not necessarily reflect these 5 process variables. Therefore, we propose to modulate the UltraScore by the facility mortality rate such that for each 1% increase in gross mortality above 18% (the current mean), we will subtract 2% of the achieved UltraScore. Similarly, for each 1% decrease in gross mortality below 18% we will add 2% of the achieved UltraScore. This will then lead to the final UltraScore. Thus, a single quality value will be determined for each facility, physician, and medical group practice which can be compared. Examples of the hemodialysis UltraScore and the PD UltraScore are illustrated below:

Facility A (HD)	**% of Patients Achieving Goal**		**Facility B (HD)**	**% of Patients Achieving Goal**
Hemodialysis Adequacy	91		Peritoneal Dialysis Adequacy	69
Anemia	38		Anemia	34
Nutrition/Inflammation	39		Nutrition/Inflammation	23
Vascular Access – No catheter	79		Mineral Metabolism	42
Mineral Metabolism	54		Peritonitis Rate (% mtg Target)	87
Subtotal	301		Subtotal	255
Gross Mortality 20%	-6		Gross Mortality 16%	+5
HD UltraScore	295		PD UltraScore	260

To emphasize the need for continuous improvement one final addition to our Quality Enhancement Program will be the awarding of a "Most Improved" award for any facility, at whatever level they start, if their UltraScore increases by 30 points during the course of the year.

One area that has not been resolved is whether this UltraScore will be applicable to small facilities or small practices (less than 25 patients), since larger fluctuations are expected in the outcome of small facilities and practices. At present, we intend to apply the UltraScore to all facilities and practices, but will review data and this decision periodically.

These targets, outcomes, and critical action thresholds have been reviewed and discussed with the Medical Director Advisory Board. They are in agreement and have signed off on these changes to our quality program.

We believe this new program will provide focus in those parameters that have the greatest impact on mortality and hospitalization and will be in the best interest of patients entrusted to our care. We welcome any recommendations or suggestions that you have. Thanks for your continued support of our quality program.

JML-RMH/kr

SCHEDULE D

REFERRAL SOURCE RELATIONSHIPS

SCHEDULE E

WIRE INSTRUCTIONS

Consultant hereby authorizes Company to make deposits in the following account as payment of the Fee for services rendered hereunder, and in the event of overpayment by Company, Consultant hereby consents to Company recouping any such overpayments from such account.

Name of Bank:

Bank Address:

Bank ABA #:

Account Name:

Address of Recipient:

Account #:

SCHEDULE F

JOINDER AGREEMENT

This Joinder Agreement (the "Agreement") is entered into as of the ____________ day of __________ of 20___, by and among Inland Northwest Renal Care Group, LLC ("Company"), a Washington limited liability company and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and Rockwood Clinic, P.S. ("Consultant"), a professional corporation, and ____________________________________, in his/her individual capacity (the "Physician").

WHEREAS, Company and Consultant are parties to that Medical Director Agreement, dated ____________________, as such may be amended from time to time (collectively, the "Medical Director Agreement"), such Medical Director Agreement is hereby incorporated herein by reference.

WHEREAS, Physician is deemed a Member Physician pursuant to the Medical Director Agreement and may assist in providing medical director services to and/or has been designated to serve as Medical Director to the Company's dialysis facility (the "Facility") as more specifically described in the Medical Director Agreement.

WHEREAS, as the Medical Director of the Facility and/or as a Member Physician of Consultant which is providing medical director services to the Facility pursuant to the Medical Director Agreement, the Physician will become privy to and/or have access to certain proprietary and confidential information concerning the Company, including, but not limited to, various trade secrets and competitive information.

WHEREAS, Physician and Consultant understand and acknowledge that the specific medical director services under the Medical Director Agreement to be performed by Physician on Consultant's behalf shall be agreed upon between Physician and Consultant.

WHEREAS, the parties acknowledge that, in accordance with the Medical Director Agreement, Consultant is being provided compensation for the provision of medical director services to the Facility, and any compensation arrangement for the provision of any medical director services by Physician on Consultant's behalf shall be solely between Physician and Consultant and shall be in full compliance with law.

NOW, THEREFORE, in consideration of the terms and conditions and representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be bound hereby, the parties agree as follows:

1. **Acknowledging Medical Director Obligations Under the Medical Director Agreement**

A. Physician hereby acknowledges the nature of the medical director services to be provided to the Facility in the Medical Director Agreement as described in Section 3 and Schedule B of the Medical Director Agreement. Physician agrees that any medical director duties to be performed by Physician, as Physician and Consultant may agree, shall be performed in compliance with this Agreement and the Medical Director Agreement.

B. Each reference to "Consultant" or "Medical Director" or "Member Physician", as utilized in Medical Director Agreement shall, for purposes of this Agreement, include reference to Physician and shall bind Physician to the extent applicable. It is understood and agreed that Consultant is ultimately responsible for ensuring that all such medical director services are performed in compliance with the Medical Director Agreement.

2. **Covenants Protecting Business Interests of the Company**

A. Physician hereby acknowledges and agrees to be bound by the Covenants Protecting Business Interests of the Company set forth in Section 6 of the Medical Director Agreement, which includes, but is not limited to, a covenant not to disclose confidential information, covenant not to solicit employees and covenant not to compete.

B. This Section 2 and the covenants of Section 6 of the Medical Director Agreement shall survive termination or expiration of this Agreement.

C. If Physician ceases to qualify as a Member Physician, then either subparagraph (1) or (2) shall apply.

(1) If the term "Former Member Physician" is defined in the Medical Director Agreement, then the Physician shall be subject to the covenants not to compete and not to solicit employees for the period set forth in Section 6 of the Medical Director Agreement which applies to a Former Member Physician.

(2) If the Medical Director Agreement does not define "Former Member Physician" then, for purposes of this Agreement, a "Former Member Physician" refers to a physician who ceases to qualify as a Member Physician. When the Physician becomes a Former Member Physician, then Physician thereafter shall be subject to the covenants not to compete and not to solicit employees for the tail period set forth in Section 6 of the Medical Director Agreement. For purposes of this Agreement, "tail period" refers to the period that extends beyond the expiration or termination of the Medical Director Agreement for which the covenants not to compete and not to solicit employees remain in effect as set forth in the Medical Director Agreement.

D. Notwithstanding the foregoing, the covenant not to disclose confidential information as set forth in Section 6 of the Medical Director Agreement survives expiration or termination of this Agreement and the Medical Director Agreement.

3. <u>Compliance Training</u>

A. Pursuant to Company's compliance program and this Agreement, the Physician shall be required to devote at least (i) two (2) hours to initial compliance training (if not already completed prior to the execution of this Agreement) which initial training shall occur no later than thirty (30) days after the date of this Agreement and (ii) one (1) hour to annual supplemental compliance training, during each year of the term of this Agreement. In addition, the Physician shall also be required to devote one (1) hour to privacy training during each year of the term of this Agreement. The initial and annual supplemental compliance training shall, as required by Company, include, but not be limited to, one or more of the following: a review of written compliance materials, a viewing of a compliance video recording and participation in a conference call to discuss compliance issues.

B. The Physician acknowledges having received a copy of the Code of Conduct and understand that the Code of Conduct, and any revisions to it, are applicable to the position of Medical Director and the provision of services hereunder. The Physician hereby agrees to complete promptly any reasonable certification regarding the Code of Conduct as reasonably requested by Company or FMCNA.

4. <u>Exclusive Use of Facility Resources</u>

The Physician acknowledges that the Facility and its supplies, equipment and employees shall be utilized exclusively (a) for the provision of dialysis services to patients of the Facility and (b) for the provision of services under this Agreement and the Medical Director Agreement. No portion of the Facility or its supplies or equipment, nor the time of any employee, shall at any time be utilized by the Physician for his/her private medical practice or for any other purpose not expressly set forth in this Agreement or the Medical Director Agreement. Notwithstanding the foregoing, Physician may enter into an agreement with Company (at fair market value and in accordance with all applicable law) to use Company space, equipment or personnel for purposes related to the Physician's private medical practice or for other lawful purposes.

5. <u>Term</u>

The term of this Agreement is as set forth under the Medical Director Agreement. The parties acknowledge that terms and conditions of the Medical Director Agreement intended to survive termination or expiration shall so apply, except as set forth in Section 2 hererof.

6. Miscellaneous

A. Assignability

Physician shall not assign this Agreement or assign any of its rights hereunder without the Company's prior written consent, which may be withheld in Company's sole discretion.

B. Entire Agreement

Except with respect to the Medical Director Agreement and Section 6.G herein, this Agreement contains the entire agreement of the parties with respect to its subject matter and as of the date this Agreement is fully executed, supersedes all previous and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, between the parties with respect to the subject matter hereof.

C. Waiver of Breach

The failure of the parties to insist on strict performance of the provisions of this Agreement shall not be construed as a waiver of such provision or of any other default of the same or similar nature. No waiver, modification or change of any of the provisions hereof shall be valid unless in writing and signed by the parties against whom such claimed waiver, modification or change is sought to be enforced. One party's waiver of any default by the other party of any provision of this Agreement is not a waiver of any other default and shall not affect the right of that party to require performance of the defaulted provision at any future time.

D. Severability; Headings

If any term or provision of this Agreement or its application to any person or circumstance shall to any extent be declared invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The headings of sections in this Agreement are for convenience only and shall not affect or limit the interpretation of its provisions.

E. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

F. Notices

All notices pursuant to this Agreement shall be in writing and shall be deemed duly given and properly served when: (a) delivered personally (with written confirmation of receipt), (b) when received by the addressee if sent by registered or certified mail, postage prepaid, return receipt requested, or (c) received by the addressee if sent by a recognized express delivery service, in each case, to the parties at the addresses as set forth below or at such other addresses as may be furnished to the other parties in writing:

Notice To Company:
Inland Northwest Renal Care Group, LLC
c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451
Attention: Corporate Law Department

Notice to The Physician: PERSONAL & CONFIDENTIAL

____
____
____

Notice To Consultant: PERSONAL & CONFIDENTIAL
Rockwood Clinic, P.S.
400 East 5th
Spokane, Washington 99202
Attention: CEO

With a copy to: PERSONAL & CONFIDENTIAL
Community Health Systems Professional Services Corporation
4000 Meridian Blvd.
Franklin, Tennessee 37067
Attn: General Counsel

G. Third Party Beneficiary

Company's present and future parent corporation(s), including but not limited to, Fresenius Medical Care Holdings, Inc., are intended third party beneficiaries of this Agreement and shall independently have the right to enforce each of the provisions of this Agreement, including, but not limited to, the restrictive covenants contained in Section 2.

H. Authorized Signature

This Agreement shall not be deemed accepted by the Company unless and until an authorized officer of the Company has signed this Agreement. No other act or writing by an agent, officer or manager of the Company shall cause this Agreement to be a valid, effective or binding contract on the Company. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed by the parties by via facsimile (such facsimile which may also be forwarded by email) which be binding on the parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

COMPANY:
Inland Northwest Renal Care Group, LLC
By its member:

Renal Care Group, Inc.

Name: ____________________________
Title: ____________________________
Date: ____________________________

PHYSICIAN:

____
[Name], Individually

CONSULTANT:
Rockwood Clinic, P.S.

Name: ____________________________
Title: ____________________________
Date: ____________________________

EXHIBIT A

FACILITIES

Fresenius Medical Care Colville
147 Garden Homes Drive
Colville, WA 99114

Fresenius Medical Care Leah Layne Dialysis Clinic
530 S. 1st Avenue
Othello, WA 99344

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Date Abstract Completed: 03/23/2015 Contract # 3248
(For use by PhyComp)

Abstract Type: (*check all that apply*)
☐ Agreement ☒ Amendment (which # amendment) First Amendment ☐ Termination
☐ Joinder ☐ Assignment ☐ Other ☐ Settlement Agreement
☐ Revised or Updated Abstract

NOTE: For all abstracts, except the abstract for the initial Agreement, the abstract will only reflect what is changing from preceding abstract(s).

Company Corporate Name(s): Inland Northwest Renal Care Group, LLC

Facility Name(s) and Location Number(s):
(also list Home Programs and Inpatient Services/Acute Programs with specific location numbers, if known)

1. Colville WA 6135
2. Othello WA 6162
3.
4.
5.
6.
7.
8.
9.
10.

Consultant Name (which is also Payee): Rockwood Clinic, P.S.

Physicians Named/Member Physicians:

Curt Wickre, M.D.	John Musa, M.D.
Constance Christ, M.D.	Sean Sanchez, M.D.
Satinder Singh, M.D.	Brenden Mielke, M.D.
Emily Petersen, M.D.	Kristie E. Jones, M.D.
Richard Carson, M.D.	

Physician(s) Named as Medical Director of Facility(ies)/Program(s):
☐ YES ☐ NO ☐ N/A – Contract with Individual
(If yes, identify physicians below to correspond with Facility/Program name and location number(s) identified above, unless indicated otherwise)

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Term: The Agreement has been amended to extend the term through December 31, 2025.

Option to Renew/Auto-renew? ☐ YES OR ☐ NO If yes, explain ____________________

Notice Dates/Deadlines ____________________

Are Inpatient Services/Acute Programs specifically included in contract? ☐ YES OR ☐ NO

If so, how is/are such program(s) identified (by hospital(s), geographic area, etc.) ____________________

Are Home Programs specifically included in the contract? ☐ YES OR ☐ NO

If so, for which Facility(ies)? ____________________

Compensation:

Earning Period or Dates Fee Begins/Changes:	Amount:

If escalator, how much? ________ % to be applied annually beginning ____________________

Until ☐ Remainder of Term OR ☐ Other ____________________

Is there a Reopener? ☐ YES OR ☐ NO

Date negotiations should begin: ____________________

New compensation to take effect on: ____________________

Payment Terms:

☐ Monthly, paid in arrears on or before the last day of each month

☐ Other: ____________________

Is there a Withhold? ☐ YES OR ☐ NO (If yes, percentage of Withhold ________ %)

For Criteria, see Agreement/Amendment at ____________________

Is there a Bonus? ☐ YES OR ☐ NO

For Criteria, see Agreement/Amendment at ____________________

Restrictive Covenants:

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Is there a non-solicitation clause? ☐ YES OR ☐ NO Length of Tail: _______ years

Is there a non-compete clause? ☐ YES OR ☐ NO

Length of Tail: ___________ Years Radius: ________ Miles

Other: ____

Is there a right of first refusal/reverse non-compete? ☐ YES OR ☐ NO

Length of Tail: ___________ Years Radius: ________ Miles

Other: ____

Joinder Requirements:

Is there a requirement that new physicians who join the group must sign a joinder/amendment to bind them to the restrictive covenants?

☐ N/A (Contract with individual) ☐ YES ☐ NO ☐ Other ______________________

Is there a requirement that physicians who provide temporary medical director services for more than a certain time period (e.g., 90 days) must sign a joinder/amendment to bind them to the restrictive covenants?

☐ YES ☐ NO ☐ Other ______________________

Comments/Special Provisions:

____

____

____

____

____

____

____

____

Does this agreement replace any pre-existing medical director agreement(s) *prior to* the expiration date of such agreement(s)? ☐ YES OR ☐ NO

If yes, which agreement(s) does it replace? ______________________

____

Expiration Date of Agreement: December 31, 2025

Attorney's Initials: [initials]

FIRST AMENDMENT TO
MEDICAL DIRECTOR AGREEMENT

This FIRST AMENDMENT TO MEDICAL DIRECTOR AGREEMENT ("Amendment") is made by and between Inland Northwest Renal Care Group, LLC ("Company"), a Washington limited liability company and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and Rockwood Clinic, P.S. ("Consultant") a Washington professional corporation currently including the following: Curt Wickre, M.D., John Musa, M.D.,Constance Christ, M.D., Sean Sanchez, M.D., Satinder Singh, M.D., Brenden Mielke, M.D., Emily Petersen, M.D., and Kristie E. Jones, M.D. ("Member Physicians").

WHEREAS, Company and Consultant are parties to that certain Medical Director Agreement dated January 19, 2012 (the "Agreement"), pursuant to which Consultant provides medical director services to Company's dialysis treatment centers located at 147 Garden Homes Drive, Colville, WA 99114 and 530 S. 1st Ave, Othello, WA 99344 (the "Facilities"); and

WHEREAS, the parties wish to amend the Agreement on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Consultant agree to amend the Agreement as follows:

1. DEFINITIONS. The parties agree that the terms used herein without definition shall have the same meaning ascribed to them in the Agreement.

2. TERM. Section 2 of the Agreement is amended by extending the term of the Agreement through December 31, 2025.

3. AUTHORIZED SIGNATURE. This Amendment shall not be deemed accepted unless and until an authorized officer of the Company has signed this Amendment. No other act or writing by an agent, employee, officer or manager of the Company shall cause this Amendment to be a valid, effective or binding contract on the Company.

4. RATIFICATION. Except to the extent inconsistent with the terms and conditions contained herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. COUNTERPARTS. This Amendment may be executed in counterparts that when taken together shall constitute one and the same agreement. The parties agree that this Amendment may be executed by the parties by exchanging signed copies via facsimile (such facsimile which may also be forwarded by email). Such exchange of facsimile signed copies shall be binding on the parties and shall constitute admissible evidence of the existence and binding effect of this Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the later of the dates written below.

INLAND NORTHWEST RENAL CARE GROUP, LLC

MEMBER:

RENAL CARE GROUP, INC.

Signature: [signature]
Name: Bryan Mello
Title: Assistant Treasurer
Date: 2/27/15

ROCKWOOD CLINIC, P.S.

Signature: [signature]
Name: Michael A. Pamsen
Title: CEO
Date: 2/24/15
NPI Number: ____________
Federal Tax ID Number: ____________

MEMBER PHYSICIANS

____
Curtis Wickre, M.D., Individually
NPI Number ____________

____
John Musa, M.D., Individually
NPI Number ____________

____
Constance Christ, M.D., Individually
NPI Number ____________

____
Sean Sanchez, M.D., Individually
NPI Number ____________

____
Satinder Singh, M.D., Individually
NPI Number ____________

____
Richard Carson, M.D., Individually
NPI Number ____________

____
Brenden Mielke, M.D., Individually
NPI Number ____________________

____
Emily Petersen, M.D., Individually
NPI Number ____________________

____
Kristie Jones, M.D., Individually
NPI Number ____________________

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Date Abstract Completed: 08/27/2015

Contract # ____________
(For use by PhyComp)

Abstract Type: *(check all that apply)*

☐ Agreement ☒ Amendment (which # amendment) Second Amendment ☐ Termination
☐ Joinder ☐ Assignment ☒ Other Restated ☐ Settlement Agreement
☐ Revised or Updated Abstract

NOTE: For all abstracts, except the abstract for the initial Agreement, the abstract will only reflect what is changing from preceding abstract(s).

Company Corporate Name(s): Inland Northwest Renal Care Group, LLC

Facility Name(s) and Location Number(s):
(also list Home Programs and Inpatient Services/Acute Programs with specific location numbers, if known)

1. Colville WA — 6135
2. Othello WA — 6162
3. Colville Home Program
4.
5.
6.
7.
8.
9.
10.

Consultant Name (which is also Payee): Rockwood Clinic, P.S.

Physicians Named/Member Physicians:

Satinder Singh, M.D.	Sean Sanchez, M.D.
John Musa, M.D.	Richard Carson, M.D.
Brenden Mielke, M.D.	Emily Petersen, M.D.
Kristie Jones, M.D.	Constance Christ, M.D.

Physician(s) Named as Medical Director of Facility(ies)/Program(s):

☒ YES ☐ NO ☐ N/A – Contract with Individual

(If yes, identify physicians below to correspond with Facility/Program name and location number(s) identified above, unless indicated otherwise)

1. John Musa, M.D. - Colville Home Program
2.
3.
4.
5.
6.
7.
8.
9.
10.

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Term: The Agreement as it relates to the Colville Home Program has been amended to begin on August 24, 2015 (the "Colville Home Program Commencement Date") and will continue for the duration of the term as set forth in Section 2 of the Agreement.

Option to Renew/Auto-renew? ☐ YES OR ☐ NO If yes, explain ______

Notice Dates/Deadlines ______

Are Inpatient Services/Acute Programs specifically included in contract? ☐ YES OR ☐ NO

If so, how is/are such program(s) identified (by hospital(s), geographic area, etc.) ______

Are Home Programs specifically included in the contract? ☒ YES OR ☐ NO

If so, for which Facility(ies)? Colville WA Facility.

Compensation:

Earning Period or Dates Fee Begins/Changes:	Amount:
August 24, 2015	$99,968.61 (prorated for partial years)
	(Medical Director Fee)
August 24, 2015	$8,000.00 (prorated for partial years)
	(Colville Home Program Fee)

If escalator, how much? 3 % to be applied annually beginning On January 1, 2016 and on each January 1st thereafter during the remainder of the term of the Agreement.

Until ☒ Remainder of Term OR ☐ Other ______

Is there a Reopener? ☒ YES OR ☐ NO

Date negotiations should begin: Beginning no later than 120 days prior to the second anniversary of the Colville Home Program Commencement Date, the parties will negotiate a new fee for services provided by the Consultant during the remainder of the term of the Agreement.

New compensation to take effect on: The new Colville Home Program fee will be payable to the Consultant beginning on the later of the second anniversary of the Colville Home Program Commencement Date or the first day of the month after the amendment reflecting the new compensation has been executed by the parties.

Payment Terms:

☒ Monthly, paid in arrears on or before the last day of each month

☐ Other: ______

ABSTRACT FOR MEDICAL DIRECTOR AGREEMENTS

Is there a Withhold? ☐ YES OR ☒ NO (If yes, percentage of Withhold _______ %)

For Criteria, see Agreement/Amendment at ______________________________

Is there a Bonus? ☐ YES OR ☒ NO

For Criteria, see Agreement/Amendment at ______________________________

Restrictive Covenants:

Is there a non-solicitation clause? ☐ YES OR ☐ NO Length of Tail: _______ years

Is there a non-compete clause? ☐ YES OR ☐ NO

Length of Tail: ___________ Years Radius: ________ Miles

Other: ______________________________

Is there a right of first refusal/reverse non-compete? ☐ YES OR ☐ NO

Length of Tail: ___________ Years Radius: ________ Miles

Other: ______________________________

Joinder Requirements:

Is there a requirement that new physicians who join the group must sign a joinder/amendment to bind them to the restrictive covenants?

☐ N/A (Contract with individual) ☐ YES ☐ NO ☐ Other ______________________

Is there a requirement that physicians who provide temporary medical director services for more than a certain time period (e.g., 90 days) must sign a joinder/amendment to bind them to the restrictive covenants?

☐ YES ☐ NO ☐ Other ______________________

Comments/Special Provisions:

The Agreement has been amended by adding an Addendum regarding peritoneal and home hemodialysis services to Schedule B.

Does this agreement replace any pre-existing medical director agreement(s) *prior to* the expiration date of such agreement(s)? ☐ YES OR ☐ NO

If yes, which agreement(s) does it replace? ______________________________

Expiration Date of Agreement: ______________

Attorney's Initials: KL

SECOND AMENDMENT TO AMENDED AND RESTATED
MEDICAL DIRECTOR AGREEMENT

This SECOND AMENDMENT TO AMENDED AND RESTATED MEDICAL DIRECTOR AGREEMENT ("Amendment") is made by and between Inland Northwest Renal Care Group, LLC ("Company"), a Washington limited liability company and an affiliate of Fresenius Medical Care Holdings, Inc., a New York corporation d/b/a Fresenius Medical Care North America ("FMCNA"), and Rockwood Clinic, P.S. ("Consultant") a Washington professional corporation currently including the following: Satinder Singh, M.D., Sean Sanchez, M.D., John Musa, M.D., Richard Carson, M.D., Brenden Mielke, M.D., Emily Petersen, M.D., Kristie Jones, M.D. and Constance Christ, M.D. ("Member Physicians").

WHEREAS, Company and Consultant are parties to that certain Amended and Restated Medical Director Agreement dated January 19, 2012 and as amended by that First Amendment to Amended and Restated Medical Director Agreement dated February 27, 2015 (collectively, the "Agreement"), pursuant to which Consultant provides medical director services to Company's dialysis treatment centers located at 147 Garden Homes Drive, Colville, WA 99114 ("Colville Facility") and 530 S. 1st Ave, Othello, WA 99344 ("Othello Facility")(each a "Facility" and collectively, the "Facilities"); and

WHEREAS, Company has established a home dialysis treatment program at the Colville Facility through which Company may provide peritoneal dialysis and/or home hemodialysis (the "Colville Home Program"); and

WHEREAS, Company desires to retain the services of Consultant to serve as medical director of the Colville Home Program and Consultant desires to be so retained; and

WHEREAS, the parties wish to amend the Agreement on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Consultant agree to amend the Agreement as follows:

1. DEFINITIONS. The parties agree that the terms used herein without definition shall have the same meaning ascribed to them in the Agreement.

2. EFFECTIVE DATE. Unless otherwise indicated herein, this Amendment is effective as of the later of the dates indicated by the parties below ("Effective Date").

3. HOME PROGRAM. Upon the Colville Home Program Commencement Date, as defined hereinafter, the term "Facility" shall include the Home Program at such dialysis treatment center which Company may provide peritoneal dialysis and/or home hemodialysis. As of the Colville Home Program Commencement Date, Company shall engage Consultant, and Consultant agrees to provide the services detailed in Section 3 and Schedule B of the Agreement to the Colville Home Program. Company and Consultant hereby agree that the following physician shall serve as the Medical Director of the Colville Home Program:

Colville Home Program: John Musa, M.D.

4. TERM. Services under this Agreement for the Colville Home Program shall begin on the Effective Date (the "Colville Home Program Commencement Date") and shall continue for the duration of the term as set forth in Section 2 of the Agreement.

5. COMPENSATION.

A. Section 5.01.1 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

"For services hereunder during the term of the Agreement, Company shall pay Consultant, and Consultant shall accept as full and sufficient compensation therefor, an annual Medical Director Fee ("Fee") of Ninety Nine Thousand Nine Hundred Sixty Eight and 61/100 Dollars ($99,968.61), prorated for partial years. On January 1, 2016 and on each January 1 thereafter during the remainder of the term of the Agreement, the Fee shall be increased by three percent (3%) over the Fee then currently in effect. Company shall pay the Fee in equal monthly installments, in arrears, on or before the last day of each month during the term of this Agreement. Consultant represents and warrants to Company that it does not and shall not compensate Medical Directors, Member Physicians based on the volume or value of referrals to the Facilities and/or the Home Programs.

B. Section 5.01 of the Agreement is amended by adding the following to the end of the Section:

"5.01.7 For services hereunder to the Colville Home Program as of the Colville Home Program Commencement Date, Company shall pay Consultant, and Consultant shall accept as full and sufficient compensation therefor, an annual Medical Director Fee ("Colville Home Program Fee") of Eight Thousand and 00/100 Dollars ($8,000.00), prorated for partial years. The Company shall pay the Colville Home Program Fee in equal monthly installments, in arrears, on or before the last day of each month during the term of the Agreement.

Beginning no later than 120 days prior to the second anniversary of the Colville Home Program Commencement Date, the parties agree to meet and, in good faith, negotiate a Fee ("New Colville Home Program Fee") which represents fair market value for the services to be provided by Consultant during the remainder of the term of the Agreement. Such New Colville Home Program Fee shall be payable to Consultant beginning on the later of the second anniversary of the Colville Home Program Commencement Date or the first day of the month after the amendment reflecting the new compensation has been executed by the parties hereto. If the New Colville Home Program Fee is not agreed upon and executed in an amendment to this Agreement by the second anniversary of the Colville Home Program Commencement Date, Company shall continue to pay Consultant the Colville Home Program Fee then in effect until the first day of the month after the amendment reflecting the New Colville Home Program Fee has been executed by the parties hereto.

If, within 60 (sixty) days of the commencement of negotiations, the parties are unable to agree upon a New Colville Home Program Fee that both parties in good faith consider fair market value, then each party shall appoint an arbitrator of choice from a list of arbitrators recognized by the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Services and such appointed arbitrators will appoint a third arbitrator from the list to hear the parties and determine the New Fee in accordance with the rules of the AHLA Alternative Dispute Resolution Service then in effect. If AHLA or the AHLA Alternative Dispute Resolution Service is no longer in effect, then such arbitrators shall be chosen from a list provided by the American Arbitration Association in the same manner as set forth above and such arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. The parties shall irrevocably grant the arbitrators the authority to determine the New Colville Home Program Fee based on any and all data and information available to the arbitrators. Arbitration shall be binding for settlement of the determination of the New Colville Home Program Fee. The parties shall share the costs of such arbitrators equally between them. Each party shall bear its own expenses of preparation for arbitration.

If the final decision in the arbitration is not rendered on or before the second anniversary of the Colville Home Program Commencement Date, the terms and conditions of the Agreement, including the amount of the Colville Home Program Fee then in effect payable under the Agreement, shall continue until the final decision in the arbitration. The New Colville Home Program Fee, as determined during the arbitration, shall be payable beginning on the later of the second anniversary of the Colville Home Program Commencement Date or the first day of the month after the amendment reflecting the new compensation has been executed by the parties hereto.

6. SCHEDULE B. The Agreement is hereby amended by adding the attached Addendum regarding peritoneal and home hemodialysis services to Schedule B.

7. AUTHORIZED SIGNATURE. This Amendment shall not be deemed accepted unless and until an authorized officer of the Company has signed this Amendment. No other act or writing by an agent, employee, officer or manager of the Company shall cause this Amendment to be a valid, effective or binding contract on the Company.

8. RATIFICATION. Except to the extent inconsistent with the terms and conditions contained herein, all terms and conditions of the Agreement shall remain in full force and effect.

9. COUNTERPARTS. This Amendment may be executed in counterparts that when taken together shall constitute one and the same agreement. The parties agree that this Amendment may be executed by the parties by exchanging signed copies via facsimile (such facsimile which may also be forwarded by email). Such exchange of facsimile signed copies shall be binding on the parties and shall constitute admissible evidence of the existence and binding effect of this Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the later of the dates written below.

INLAND NORTHWEST RENAL
CARE GROUP, LLC
BY ITS MEMBER:

RENAL CARE GROUP, INC.

Signature: [signature]
Name: Paul J. Colantonio
Title: Assistant Treasurer
Date: 6/24/15

ROCKWOOD CLINIC, P.S.

Signature: [signature]
Name: MICHAEL A. PATMAS, MD
Title: CEO
Date: 8/20/15
NPI Number: ______
Federal Tax ID Number: ______

MEMBER PHYSICIANS

[signature]
Constance Christ, M.D., Individually
NPI Number 1023098860

[signature]
John Musa, M.D., Individually
NPI Number 1154314367

[signature]
Satinder Singh, M.D., Individually
NPI Number 1508013749

[signature]
Sean Sanchez, M.D., Individually
NPI Number 1225207186

[signature]
Brendan Mielke, M.D., Individually
NPI Number 1346545530

[signature]
Emily Peterson, M.D., Individually
NPI Number 1750414447

[signature]
Kristie Jones, M.D., Individually
NPI Number 1467644286

ADDENDUM TO SCHEDULE B

FRESENIUS MEDICAL SERVICES ("FMS") MEDICAL DIRECTOR DUTIES AND RESPONSIBILITIES

Home Hemodialysis and CAPD/CCPD Programs

1. In conjunction with the Governing Body, ensure that the home dialysis services provided by the Facility are at least equivalent to the services provided to in-center patients and meet all the applicable Conditions for Coverage including, but not limited to, interdisciplinary team participation in patient comprehensive assessments and plans of care

2. Assist in identification of appropriate patients for home dialysis and patients' support for the home hemodialysis program or CAPD/CCPD, as applicable.

3. Ensure that the interdisciplinary team oversees the adequate training (home hemodialysis or peritoneal dialysis, as applicable) of the home dialysis patient.

4. Ensure that the patient has the proper equipment for home hemodialysis or CAPD/CCPD, as applicable.

5. Oversee that Facility management is providing proper staffing and backup support, including adequate in-center backup and on-call service.

6. Review the results of all water and dialysate cultures and endotoxin levels, and analysis of source and product water for chemical contaminants of each home hemodialysis patient, such review to be documented and incorporated into the QAI Program.

7. Ensure that home dialysis patients' self-monitoring data (e.g., patient treatment sheets) and other information from home dialysis patients or their caregivers are gathered and promptly reviewed at least every two (2) months and placed in the Facility medical record, and ensure that the attending physician or home training nurse immediately reviews upon receipt time sensitive information such as hospitalization data and radiology, pathology, and laboratory results.

8. Ensure that all quality care objectives have been met for home hemodialysis or CAPD/CCPD patients, as applicable.

9. Ensure that any nocturnal home dialysis program conforms to the requirements for home dialysis programs generally as set forth above. With the assistance of Facility management, ensure compliance with any additional policies, procedures, training and equipment requirements which may apply to a nocturnal home dialysis program (e.g., as may be required with the use of nocturnal hemodialysis remote monitoring).

10. Ensure that any home staff assist dialysis program conforms to the requirements for home dialysis programs generally as set forth above. With the assistance of Facility management, ensure compliance with any additional policies, procedures, training and equipment requirements, and applicable CMS guidelines, protocols or regulations which may apply to a

home staff assist dialysis program. For residents of Nursing Homes or Skilled Nursing Facilities participating in a home staff assist dialysis program, ensure that there is sufficient communication, information sharing and collaboration between the health care facilities regarding the medical needs and care being provided to such patients.

Exhibit 10A.

Lease Agreement

SINGLE TENANT NEW CONSTRUCTION SHELL BUILDING LEASE AGREEMENT

BY AND BETWEEN

KLM Othello, LLC

("LANDLORD")

AND

Renal Care Group Northwest, Inc. (RCGNW)/Inland Northwest Renal Care Group, LLC

("TENANT")

DATED: October 15 , **2007**

SINGLE TENANT NEW CONSTRUCTION SHELL BUILDING LEASE AGREEMENT

THIS SINGLE TENANT NEW CONSTRUCTION SHELL BUILDING LEASE AGREEMENT (this "Lease") is made as of this 15th day of October, 2008 by and between KLM Othello, LLC, or its assignee, a __________ (**"Landlord"**), and Renal Care Group Northwest, Inc. (RCGNW)/Inland Northwest Renal Care Group, LLC, a __________ (**"Tenant"**).

ARTICLE 1 - CONSTRUCTION OF SHELL BUILDING AND TENANT IMPROVEMENTS

1.1. *Construction of Shell Building*. Upon the date of the full execution of this Lease :

A. Landlord shall, at its sole cost and expense:(i) using an architect pre-approved by Tenant, develop preliminary plans and specifications (the "Construction Documents")of a building containing approximately 5,200 square feet of space (the "Building" or "Premises") on the property located at 530 S 1st Avenue, Othello, Washington 99344 (the "Property"), as more particularly described and shown on Exhibit A attached hereto and made a part hereof. Landlord shall submit the Construction Documents to Tenant for its approval within thirty (30) days of the date of the full execution of this Lease. Tenant shall give Landlord written notice of its approval (a "Tenant Approval Notice") or its disapproval (a "Tenant Disapproval Notice") of the Construction Documents within five (5) days from Landlord's submission of the same. If Tenant disapproves of the Construction Documents and sends a Tenant Disapproval Notice to Landlord, Landlord shall have ten (10) days from the date of the Tenant Disapproval Notice to revise the Construction Documents and resubmit to Tenant for approval. Tenant shall then give Landlord written notice of its approval or disapproval of the revised Construction Documents within five (5) days of Landlord's resubmission of the same. Upon written approval by Tenant of the Construction Documents, Landlord shall within five (5) business days from the date of the Tenant Approval Notice apply for all building permits and approvals required by any governmental authorities having jurisdiction over the Property.. Landlord's construction of the shell portion of the Building according to the Tenant approved Construction Documents is referred to herein as "Landlord's Work"; and

(ii) within one hundred eighty (1800) days from the receipt of the final building permit issued by the city of Othello (the "City") (the "Delivery Date"), substantially complete the construction of the shell portion of the Building according to the final plans and specifications approved of by the City, a copy of which Landlord shall provide to Tenant and deliver the shell Building to Tenant.

1.2. *Best Efforts Required; Substantial Completion*. As part of the construction of Landlord's Work, Landlord shall use its best efforts and take all commercially reasonable steps in order to Substantially Complete (as defined below) all of Landlord's Work by the Delivery Date. For purposes of this Lease, "Substantial Completion" of Landlord's Work shall occur when (i) Landlord's work is sufficiently complete in accordance with Tenant's specifications so that Tenant can commence construction of the Tenant Improvements, as defined in Section 1.6 below, (ii) the applicable local governmental authority issues a Shell Building Certificate of Occupancy and (iii) Landlord secures all other required permits and approvals from governmental authorities having jurisdiction over the Building. Landlord shall correct all punch list items noted by Tenant's Project Manager within thirty (30) days of receipt of the punch list items from Tenant's project manager. As part of determining whether Landlord has Substantially Completed all of Landlord's Work, Tenant shall have the right to test and inspect in accordance with the terms of Section 1.3 of this Lease.

In the event that Landlord has used its best efforts and has taken all available commercially reasonable steps but has not Substantially Completed construction of the Building as provided herein, then the following provisions shall apply:

(i) Landlord shall not be subject to any liability for such failure provided that Landlord is diligently and continuously working to complete the construction of the Building and that such delays were caused by acts contemplated under Article 22 of this Lease,; and

(ii) The Delivery Date and the Commencement Date (as defined in Section 2.2 below) shall be postponed until the date that Landlord's Work is Substantially Complete.

1.3 *Tenant's Right to Inspect and Test.* At any time after the Delivery Date, Tenant shall be allowed entry into the Premises in order to inspect and test all mechanical, electrical and utility systems servicing the Premises in order to insure proper installation and use thereof. In addition, Landlord hereby grants Tenant permission to test, at Tenant's sole cost and expense, for vapor emissions from the concrete floor slab to ensure that such vapor emissions do not exceed five (5) pounds per one thousand (1,000) square feet for VCT or three (3) pounds per one thousand (1,000) square feet for sheetgoods. If Tenant's inspection and/or testing reveals faults with any mechanical, electrical, or utility system, or if such inspection and/or testing reveals that the vapor emissions of the slab exceeds the three (3) pounds per one thousand (1,000) square feet, Tenant shall, at its sole cost and expense, have the right to repair such deficiencies.

1.4. *Material Inducement.* Landlord hereby recognizes and acknowledges that its obligation hereunder to Substantially Complete construction of Landlord's Work on or before the Delivery Date constitutes a material inducement to Tenant to enter into this Lease. As such, in the event that (i) Landlord fails to timely complete all of Landlord Work as required under this Article 1 and (ii) if such failure is not caused by the acts contemplated under Article 22 of this Lease, Tenant shall have the option to exercise one of the following remedies:

(i) Collect liquidated damages from Landlord in the amount of Five Hundred Dollars ($500.00) per day beginning on the Delivery Date and continuing until Landlord's Work is Substantially Complete. which amount at Tenant's option shall be paid by Landlord to Tenant on a monthly basis or deducted from Tenant's payment of Base Rent (as defined in Section 3.1 of this Lease); or

(ii) Exercise its rights under Section 17.4 of this Lease.

1.5. *Re-measurement.* The parties hereby agree that within thirty (30) days of the Substantial Completion of Landlord's Work, the rentable and useable square footage of the Building shall be re-measured and certified by an independent registered architect or engineer, at Landlord's sole cost and expense, pursuant to Building Owners and Managers Association ("BOMA") Standards. The rentable square footage of the Building shall be changed in accordance with the results of such re-measuring and documented in the Commencement Date Certificate, in the form attached hereto as Exhibit B. In the event that the rentable square footage of the Building is different than the square footage stated in Paragraph 1.1 of this Lease, Base Rent (as defined in Section 3.1) shall be recalculated in accordance with that final determination.

1.6. *Tenant Improvements*. Tenant shall submit plans and specifications for its initial improvements ("Tenant Improvements") to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within ten (10) business days of Tenant's submission. Landlord hereby grants Tenant and its contractors, agents, equipment and materials suppliers, and subcontractors a license to access the Property, the Building and the Premises for purposes of delivering supplies and constructing the Tenant Improvements. During the construction of the Tenant Improvements, Tenant shall submit all changes to its plans and specifications to Landlord for approval, which shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed granted if Landlord does not respond within five (5) business days of Tenant's request.

1.6.1. *Construction Requirements*. Tenant shall obtain all building and other permits or licenses required for the work. The Tenant Improvements shall be constructed in a good and workmanlike manner using quality materials, and using licensed and insured contractors. Promptly after completion of the Tenant Improvements, Tenant shall procure a certificate of occupancy for the Premises from the applicable authorities. Copies of each such permit, license and certificate obtained by Tenant pursuant to this Section 1.6.1 shall be delivered to Landlord. Subject to the terms of Article 7 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of the Tenant Improvements.

ARTICLE 2 – LEASE OF PREMISES; TERM

2.1. *Lease of Premises*. The term of this Lease shall be for approximately ten (10) years ("Initial Term") commencing on the date that is the earlier of i) one hundred twenty (120) days from the Delivery Date, or ii) the date Tenant commences to treat patients at the Premises (the "Commencement Date"), and terminating on the last full calendar month of the Initial Term. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit B attached to this Lease, in order to confirm and memorialize the Commencement Date.

2.2. *Options to Extend Term*. Landlord hereby grants to Tenant three (3) consecutive options to extend the term of this Lease (each a "Renewal Option") each for a period of five (5) years (each an "Option Term"). The lease of the Premises for each Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for each Option Term shall be determined pursuant to the terms and conditions of Section 3.2 of this Lease. Each Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than ninety (90) days prior to the expiration of the then current term. In the event Tenant fails to exercise a Renewal Option as set forth herein, Landlord must notify Tenant that Tenant has failed to exercise said Renewal Option. Tenant shall then have an additional thirty (30) days from its receipt of Landlord's notice to exercise the Renewal Option. Tenant may only exercise its Renewal Options if, on the date of delivery of the notice to Landlord, Tenant is not in default of this Lease beyond the expiration of any applicable cure periods. The Initial Term and all Option Terms are hereby referred to collectively as the "Lease Term".

ARTICLE 3 - BASE RENT

3.1. *Base Rent; Pro-ration for Partial Months.*

During the Initial Term, Tenant shall pay to Landlord annual rent ("Base Rent") as follows:

	Yearly Rate	Monthly Rate
Years 1-5	$108,216.00	$9,018.00
Years 6-10	$119,037.60	$9,919.80

in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in this Lease. Payment of Base Rent shall be made to Landlord at the address specified in Section 26.15 of this Lease, or at such other place that Landlord may from time to time designate in writing. The Base Rent for the first full calendar month of the Initial Term shall be paid no later than fifteen (15) days after the Commencement Date. If any payment of Base Rent is for a period shorter than one full calendar month, Base Rent for that fractional calendar month shall accrue on a daily basis at a rate equal to 1/365 of the annual Base Rent.

3.2. *Base Rent for Option Terms.* Base Rent for each Option Term shall be calculated based on the Square Foot Rental only and shall be equal to an amount that is the lesser of (i) Fair Market Value of the Premises (as defined in Section 3.2.1 of this Lease) or (ii) an amount equal to one hundred ten percent (110%) of the Square Foot Rental detailed in Section 3.1.

3.3. *Late Payment of Base Rent.* If Landlord does not receive any payment of Base Rent within five (5) days after that Rent is due, interest shall accrue on such unpaid Base Rent at the rate of ten percent (10%) per annum until fully paid by Tenant.

ARTICLE 4 - USE AND COMPLIANCE WITH LAWS

4.1. *Permitted Use.* Tenant shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related medical, office and administrative uses. Tenant shall not use or occupy the Premises for any other purpose without prior written notification to the Landlord. Tenant shall not conduct any activity in the Premises that are offensive, or in a manner that violates federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (collectively, "Laws"). Tenant may operate on the Premises, at Tenant's option, on a three hundred sixty-five (365) days a year, seven (7) days a week, twenty-four (24) hours-a-day basis, subject, however, to zoning and other regulatory requirements.

4.2. *Condition of Premises; Repairs and Replacements.* Tenant shall keep the Premises in a neat and orderly fashion during the Lease Term. Tenant, at Tenant's sole expense, shall promptly make all repairs, replacements, alterations, or improvements to the Premises including any Alterations (as defined in Article 5), fixtures, and furnishings, in order to comply with all Laws to the extent that such Laws relate to or are triggered by Tenant's particular use of the Premises. Notwithstanding the foregoing, Tenant shall not be obligated to make any structural changes to the Building. Landlord, at Landlord's sole expense, shall promptly make all repairs, replacements, alterations, or improvements, retrofitting, or remediation needed to comply with all Laws to the extent that such Laws apply to the Building as a whole, or any of its structural components or mechanical or electrical systems.

4.3. *Compliance with Building Rules and Regulations.* If the Building has more than one tenant, Tenant shall comply in all material respects with the Building's rules and regulations and any reasonable amendments or additions promulgated by Landlord during the Lease Term for the safety, care, and cleanliness of the Premises, Building, and Property or for the preservation of good order. No rules and regulations or amendment or addition to the Building's rules and regulations shall be binding on Tenant until the tenth (10^{th}) business day after Tenant receives written notice of the rules and regulations or the change, and in no event shall the Building's rules and regulations take precedence over the specific terms and conditions of this Lease. Landlord shall enforce the Building's rules and regulations in a nondiscriminatory manner and, whenever necessary, shall use its authority under leases with other tenants to ensure that such other tenants of the Building also comply with the Building's rules and regulations.

ARTICLE 5 – ALTERATIONS; TENANT'S RIGHT TO EXPAND

5.1. *General.* Tenant may remodel the Premises during the Lease Term in accordance with the terms and conditions of Section 5.2 of this Lease. In addition, without the necessity of obtaining Landlord's consent, Tenant may install such counters, partitions, walls, shelving, fixtures, fittings, machinery and equipment in the Premises as Tenant deems necessary to conduct its business. Tenant may also install a television or satellite antenna on the roof of the Premises, flues and wall or roof penetrations and an emergency generator in a location close in proximity to the Premises. Tenant shall cooperate with Landlord with respect to the location and method of installation of such equipment.

5.2. *Alterations; Notification to Landlord Required.* Notwithstanding anything contained in Section 5.1, Tenant shall not be permitted to make any alteration or modification to the Premises after the Commencement Date which either (a) costs more than Two Hundred Thousand Dollars ($200,000) in each instance or (b) affects the structural, electrical, mechanical or life safety systems of the Building, without prior written notification to the Landlord. Tenant shall be responsible for all costs associated with an Alteration that:

(a) adversely impacts the structural integrity of the Building or any of its mechanical and electrical systems; or

(b) results in Landlord being required to perform any work pursuant to any Law that Landlord could otherwise avoid or defer had the Alterations not been made.

5.3. *Compliance with Laws and Insurance Requirements*. Tenant shall ensure that its construction of all Alterations complies with all Laws and any applicable requirements. Tenant shall obtain all permits that may be required by any governmental entity having jurisdiction over the Premises.

5.4. *Manner of Construction and Payment*. Tenant shall have the right to use contractors and subcontractors of its choosing. All work relating to any Alterations shall be done in a good and workmanlike manner, using materials equivalent in quality to those used in the construction of the Premises. The construction of Alterations by Tenant shall be diligently prosecuted to completion, and Tenant shall ensure that all work is performed in a manner that does not obstruct access to the Property. In addition, Tenant shall take reasonable steps to ensure that its construction does not interfere either with other tenants' use of their premises or with any other work being undertaken by Landlord in the Building.

5.5. *Payment for Alterations*. Tenant shall promptly pay all charges and costs incurred in connection with its construction of all Alterations. Subject to the terms of Article 7 of this Lease, Tenant covenants not to suffer any mechanic's liens to be filed against the Property, Building, or Premises by reason of any work, labor, services or materials performed at or furnished to the Premises by Tenant, or by anyone acting through or on behalf of Tenant related to the construction of any Alteration.

5.6. *Expansion Right*. During the Lease Term, Tenant shall have the right upon no less than thirty (30) days written notice to Landlord, to expand the square footage of the Building, parking areas, and/or the Premises, as the case may be, up to the maximum extent allowed by local zoning, building, and other requirements. Subject to the terms and conditions contained herein, Landlord shall have the option to either perform construction of the work required by Tenant its sole cost and expense or allow Tenant to perform such work. Landlord shall give written notice of its election to Tenant within fifteen (15) days of receipt of Tenant's written notice. In the event that Landlord elects to perform the work, Landlord and Tenant shall negotiate an incremental increase in the Base Rent based on the cost of the expansion. In the event that Landlord and Tenant are unable to mutually agree upon the incremental increase in Base Rent on or before the date the relevant governmental authority issues a building permit, then Tenant shall have the right to commence work on the expansion at its sole cost and expense with no incremental increase to Base Rent for the remainder of the Lease Term.

ARTICLE 6 - REPAIRS AND MAINTENANCE

6.1. *Tenant's Repair and Maintenance Obligations*. During the Lease Term, Tenant shall at its sole cost and expense keep and maintain the non-structural portions of the interior of the Premises, including all Tenant Alterations, in good order and repair and free of refuse and rubbish.

6.2. *Landlord's Repair and Maintenance Obligations*. During the Lease Term, Landlord shall:

(a) without expense to Tenant, maintain and make all necessary repairs and/or replacements to the exterior and structural portions of the Property, Building and Premises, including, without limitation: foundations, structure, load bearing walls, exterior walls, the roof and roof supports, columns, retaining walls, gutters, downspouts, flashings, and footings.

(b) maintain and make all necessary repairs and/or replacements to the following, unless Tenant elects to maintain any of the following by providing written notice to Landlord electing to do the same at its sole cost and expense: parking areas (including surfacing, striping, paving and sealing), curbing, sidewalks and directional markers, ice and snow removal, water mains, gas and sewer lines, private roadways, landscape, loading docks, if any, and provision and repair of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall reimburse Landlord for the costs and expenses of the maintenance and repair contemplated in this Section 6.2(b) (the "Maintenance Expenses"), except for the replacement of the parking lot or any other capital expenditure, as defined in Section 6.2(b)(vii) below, as additional rent for the same periods and in the same manner, time, and place as the Base Rent.

(i) *Payment of Estimated Maintenance Expenses*. On or before December 31st of each year during the Lease Term, Landlord shall provide Tenant with a statement detailing Landlord's reasonable estimate of the Maintenance Expenses for the upcoming calendar year (the "Estimated Statement"). Tenant shall pay to Landlord, Landlord's estimate of Maintenance Expenses each month together with Tenant's payment of Base Rent.

(ii) *Annual Reconciliation of Maintenance Expenses*. On or before April 15th of each year, Landlord shall provide Tenant with a statement showing the actual Maintenance Expenses for the previous calendar year (the "Actual Expenses Statement"). Landlord shall indicate on Actual Expenses Statement whether there is a shortfall or overpayment by Tenant in its payment of Maintenance Expenses for the prior calendar year. If a shortfall exists, Tenant shall pay, within thirty (30) days of receipt of the Actual Expenses Statement, the full amount of that shortfall. If an excess exists, Landlord shall refund the full amount of such excess to Tenant within thirty (30) days. No interest shall accrue on any shortfall or overpayment by Tenant of the estimated Maintenance Expenses. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

(iii) *Landlord's Books and Records; Tenant's Audit Rights*. Upon written notice to Landlord, Tenant and/or its authorized representatives may examine, inspect, audit, and copy the records of Landlord concerning Maintenance Expenses for the two (2) prior calendar years of the Lease Term at Landlord's office during normal business hours. If Tenant's audit reveals that Landlord overstated the actual Maintenance Expenses any calendar year, Tenant shall submit a written claim to Landlord ("Tenant's Audit Claim") that shall describe in detail how the Maintenance Expenses have been overstated. If Tenant's audit reveals that the Maintenance Expenses taken as a whole were overstated by at least three percent (3%), Landlord shall pay for Tenant's reasonable costs of conducting the audit. Otherwise, Tenant shall pay its own costs.

(iv) *Resolution of Tenant's Audit*. If Landlord agrees with Tenant's Audit Claim, Landlord shall reimburse Tenant for Tenant's overpayment or Tenant shall pay Landlord for any shortfall, within thirty (30) days. If Landlord disputes the results of Tenant's audit, the parties shall agree on a third party arbitrator to conduct its own independent audit of the Maintenance Expenses for the calendar year or years in question. The parties shall cooperate with such third party arbitrator so that it can make a determination as to the validity of Tenant's Audit Claim. The determination of the third party arbitrator shall be given to the parties with sixty (60) days and shall be final and binding upon the parties. Upon the conclusion of the third party arbitrator's audit, all amounts owed by Landlord to Tenant or by Tenant to Landlord, as the case may be, shall be made within ten (10) days. The parties shall share the costs of retaining the third party arbitrator equally. Should Landlord fail to reimburse Tenant hereunder, Tenant shall have the right to offset Base Rent.

(v) *Confidentiality*. Tenant shall keep any information gained from the inspection of Landlord's records, books, and general ledger confidential and shall not disclose any information contained therein to any other party, except as required by law. If requested by Landlord, Tenant shall require those employees or agents inspecting Landlord's records, books, and general ledger to sign a confidentiality agreement prior to their inspection and review of the same.

(vi) *Time Limitation to Bill Tenant for Maintenance Expenses*. In no event shall Tenant be required to pay any Maintenance Expenses that Landlord failed to bill Tenant for and that accrued more than two (2) years prior to the date that Tenant is notified by Landlord of such expenses. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in Maintenance Expenses more than two (2) years after furnishing an Actual Expenses Statement to Tenant.

(vii) *Capital Expenditures*. Expenses incurred by Landlord that are considered to be capital improvements or capital replacements but that are not intended as a labor saving device pursuant to this Section 6.2 (b) or under generally accepted accounting and management practices shall not be included in Maintenance Expenses. Notwithstanding the foregoing, Landlord may charge as an Maintenance Expense any capital expenditures intended to reduce Maintenance Expenses or affect economies in the operation, maintenance, or repair of the Building provided that Landlord shall provide Tenant with (i) an estimate of the amount of reduction in Maintenance Expenses anticipated as a result of that capital improvement or replacement, (ii) an estimate of the cost of the capital improvement and the annual amortization charge of that capital expenditure, and (iii) reasonably sufficient information to support those estimates. All capital improvements or capital replacement expenditures included in Maintenance Expenses shall be amortized over Landlord's commercially reasonable determination of the useful life of that capital improvement or replacement in accordance with Generally Accepted Accounting Principles.

6.3. *Limitations on Repair and Maintenance Obligations and Defaults*. All of the foregoing in this Article 6 notwithstanding, neither Landlord nor Tenant shall be obligated to perform any maintenance, repair or replacement necessitated by the negligence or willful misconduct of the other party, or of the other's employees, contractors, or agents. The party whose negligence or willful misconduct caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. Neither party shall be in default of its repair and maintenance obligations under this Article 6 if Landlord or Tenant, as the case may be, begins performing repairs and maintenance and, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete such work and the responsible party is diligently prosecuting such work to completion.

ARTICLE 7 - COVENANT AGAINST LIENS

7.1. *Covenant Against Liens*. Tenant shall not permit mechanics' or other liens to be placed upon the Property, Building, or Premises or Tenant's leasehold interest therein. Landlord shall have the right to post and record notices of non-responsibility in the Premises during Tenant's construction of any Alteration. Within ninety (90) days of written notice from Landlord, Tenant shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by the applicable lien Law. Nothing contained in this Section 7.1 shall restrict or prohibit Tenant from initiating a legal action or defending itself in an existing legal proceeding to determine the validity of any lien or attachment. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys fees and court costs) relating to such liens and attachments. In no event shall Tenant be in default under the terms of this Lease so long as Tenant is diligently pursuing the full discharge of any lien placed upon the Property, Building, or Premises, as the case may be.

ARTICLE 8 - ENTRY BY LANDLORD

8.1. *Landlord's Access to Premises*. Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last ninety (90) days of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Premises or on any part thereof offering the Premises for lease. Landlord shall exercise its rights under this Article 11 at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Premises.

8.1.1. *Emergency Entries*. Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 8.1.1, an emergency situation is one that poses a threat of imminent bodily harm or property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

8.2. *HIPAA Compliance Provision*. Landlord acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. Landlord further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Article 8, except for an emergency entry into the Premises taken pursuant to Section 8.1.1 of this Lease or when accompanied by an authorized representative of

Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored.

8.3. *Method of Entry*. Landlord shall at all times have a key or, if applicable, a card key with which to unlock all the doors in the Premises except for the locations in the Premises designated by Tenant as areas where patient records are kept or stored. In an emergency situation, Landlord shall have the right to use any means that Landlord considers proper to open the doors in and to the Premises. Any such entry into the Premises by Landlord shall not be considered a forcible or unlawful entry into the Premises or an actual or constructive eviction of Tenant from any portion of the Premises.

ARTICLE 9 – HVAC, UTILITIES AND SERVICES

9.1. *HVAC*. Landlord, at its own expense, shall install heating and air conditioning equipment to serve the Premises ("HVAC"), which shall be no less than 4 tons per 1,000 square feet of leased space, and shall provide heating and air conditioning services to the Premises on a 24-hour-a-day, 7-day-a-week basis at an industry accepted temperature and at an air flow required by any applicable building codes or Tenant's specifications, if the same is provided to Landlord. Tenant shall be responsible for the installation of ductwork for and regular maintenance of the HVAC. Tenant may, at its sole cost and expense, hire an independent licensed contractor to perform such installation and maintenance. Notwithstanding the foregoing, Landlord shall, at its sole cost and expense, be responsible for repairs to or replacement of the HVAC if such repair exceeds the cost of One Thousand Five Hundred Dollars ($1,500.00) or more.

9.2. *Utilities and Services*. Landlord shall ensure that water, electricity, gas, sewer, and other standard utility services for a first class commercial building are provided to the Premises by maintaining, repairing and/or replacing all utility lines to the Premises. Landlord shall also be solely responsible for all connection or hook-up charges and fees, including any impact and tapping fees, with respect to utility services supplied to the Premises and pay for the separate metering of the Premises. Tenant, at its sole cost and expense, shall be responsible for the distribution of all utilities within the Premises and bringing telephone service and cable or satellite television service to the Premises.

9.3. *Payment of Utility Charges*. Tenant shall pay or cause the payment of all charges for gas, water, sewer, electrical, telephone and other utility services supplied to the Premises during the Lease Term. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Should Landlord elect to supply any or all of such utilities, Tenant agrees to purchase and pay for the same that (a) the rate charged by Landlord to Tenant shall not exceed the rate charged Landlord by any supplying utility plus any expenses incurred by Landlord in connection with billing and supplying such utility service to Tenant and (b) Tenant shall not be required to pay for any utility charges that Landlord fails to notify or bill Tenant of after two (2) years. In addition, Landlord may not seek reimbursement from Tenant due to an adjustment in utility costs or charges that are more than two (2) years old.

9.4. *Interruption of Utility Services*. In no event shall Landlord be liable for any interruption or failure in the supply of any utility to the Premises unless such interruption was caused by the negligence or willful misconduct of Landlord or any person or entity acting on behalf of Landlord. In such event, Tenant shall be entitled to an abatement of Base Rent for the period of such interruption if Landlord does not make repairs and restore all interrupted services to the Premises within two (2) business days.

ARTICLE 10 - TAXES

10.1. *Tax Expenses.* "Tax Expenses" means all federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) during any calendar year (without regard to any different fiscal year used by any government or municipal authority) because of or in connection with the ownership, leasing, and/or operation of the Property or the Building. Tax Expenses shall include taxes, fees, and charges such as real property taxes, general and special assessments, transit taxes, leasehold taxes, and taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant). Tenant and Landlord acknowledge that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection, street, sidewalk, and road maintenance, conservation, refuse removal, and other governmental services formerly provided without charge to property owners or occupants. Tax Expenses shall also include any government or private assessments (or the Building's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Tax Expenses" for purposes of this Lease.

10.1.1 *Excluded Taxes.* Notwithstanding the provisions of Section 10.1, all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes applied or measured by Landlord's gross or net income shall not be included in Tax Expenses.

10.2. *Payment of Tax Expenses.* Tenant shall pay before due all Tax Expenses assessed against the Property. Tenant shall have the right to make arrangements with all relevant taxing authorities so that tax bills are sent directly to Tenant. At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

10.3. *Payment of Personal Property Taxes.* Tenant shall pay before due all taxes levied or assessed against its personal property, furniture, or fixtures placed within the Premises.

ARTICLE 11 – INSURANCE

11.1. *Tenant's Insurance.* Tenant covenants and agrees that throughout the Lease Term it will keep in full force and effect the following insurance policies:

(a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, Tenant Improvements and Alterations that Tenant is responsible for..

(b) Comprehensive general liability or public liability insurance with limits not less than $2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. Tenant shall, upon written request, provide the Landlord with a certificate of insurance evidencing the existence and amounts of such insurance required herein. Notwithstanding the foregoing, the insurance agreed to in this Section 11.1 may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance.

11.2. *Landlord's Insurance*. Landlord covenants and agrees that throughout the Lease Term, it will keep in full force and effect the following insurance policies:

(a) "All risk" property insurance, including fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal and flood insurance (if the Building is located in a flood hazard area) insuring, on a replacement cost basis, the Property, the Building, and the Premises, including but not limited to the parking lot, common areas, foundation, and roof.

(b) Comprehensive general liability or public liability insurance with limits not less than $2,000,000 combined single limit, including coverage for bodily injury and property damage to third parties.

Insurance agreed to herein may be provided in a combination of self-insured retention, primary insurance and /or excess / umbrella insurance. Policies shall be placed with companies holding an A.M. Best's rating of B+ or better. The Landlord shall, upon written request, provide the Tenant with a certificate of insurance evidencing the existence and amounts of such insurance required herein.

Tenant shall reimburse Landlord for Landlord's costs associated with the insurance premiums (but not deductibles) for the insurance contained in Section 11.2(a).

11.3. *Waivers*. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by the "all risk" property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

ARTICLE 12 - HAZARDOUS MATERIALS; MEDICAL WASTE

12.1. *Definition of Hazardous Materials.* Hazardous Materials shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United

States of America, the state in which the Property is located, or any local governmental authority having jurisdiction over the Building, and shall include:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement;

(d) Petroleum products, asbestos containing materials ("ACM's") in any form or condition, and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

12.2. *Representations and Warranties of Landlord.* Landlord hereby represents and warrants that (a) as of the date of this Lease it has no knowledge of any Hazardous Materials located in, on, or under the Property, the Building or the Premises, (b) Landlord has provided Tenant with a copy of all tests and reports that Landlord has conducted prior to the date of this Lease which relate to the existence of Hazardous Materials including, without limitation, a Phase 1 Study, and (c) Landlord has not received any notices or other notifications from any governmental entity that the Property, the Building or the Premises is in violation of any environmental law. In the event that a Hazardous Material of whatever kind or nature and wherever located, including, but not limited to, soil, water, building components, above ground or below ground storage containers is found to be present at the Premises, the Building, or the Property, then so long as the presence of such Hazardous Material is not the fault of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord will assume full responsibility and liability for treatment of same in accordance with all applicable Laws.

12.3. *Tenant's Use of Hazardous Materials.* Except as may be required in Tenant's ordinary course of business and as provided by law, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Property, the Building, or the Premises. Tenant shall comply at all times during the Lease Term with all Laws governing the use, storage, and disposal of Hazardous Materials, including those Laws cited in Section 12.1 of this Lease.

12.4. *Notification to Other Party.* During the Lease Term, if either Landlord or Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises, the Building, or the Property or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, that party shall give the other party written notice of the release or investigation within three (3) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

12.5. *Remediation Obligations.* If the presence of any Hazardous Material brought onto the Property, the Building, or the Premises by either Landlord or Tenant or by Landlord's or Tenant's employees, agents, contractors, or invitees results in contamination of the Property, the Building or the Premises, that party shall promptly take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material. If Landlord undertakes any cleanup, remediation, detoxification, or similar action pursuant to this Section 12.5 as a result of the presence, release, or disposal in or about the Property, the Building, or the Premises of any Hazardous Material, and that action requires that Tenant be denied access or use of the Premises to conduct its business on the Premises for a period of greater than one (1) business day, Base Rent payable under this Lease shall be abated for the period that Tenant is unable to conduct its business in the Premises.

12.6. *Indemnifications.* Landlord and Tenant shall, at that party's sole expense and with counsel reasonably acceptable to the other party, indemnify, defend, and hold harmless the other party and the other party's shareholders, directors, officers, employees, partners, affiliates, agents, and successors with respect to all losses arising out of or resulting from the release of any Hazardous Material in, on, under or about the Property, the Premises or the Building, or the violation of any environmental law, by that party or that party's agents, assignees, subtenants, contractors, or invitees. This indemnification includes all losses, costs of characterization, costs of removal, remedial actions, repairs, liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant, and expert fees and expenses) resulting from the release or violation. This indemnification shall survive the expiration or earlier termination of this Lease.

12.7. *Medical Waste.* For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant. During the Lease Term, Tenant shall not dispose of medical waste in the trash receptacles provided by Landlord at the Property, Building, or Premises. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term have the right, in a manner consistent with applicable law, to (a) determine the kind of container in which to store medical waste in the Premises prior to its disposal, (b) dispose of medical waste generated in the Premises, and/or (c) retain the services of a licensed independent contractor to dispose of the medical waste generated in the Premises.

ARTICLE 13 - INDEMNIFICATIONS

13.1. *Indemnification by Tenant.* Tenant agrees to indemnify and hold Landlord harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Tenant's conduct, management of Tenant's business, use and occupancy of the Premises, construction of Alterations, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Tenant, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Tenant responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord by reason of such claim as is described in the initial sentence of this paragraph, Tenant, upon written notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord.

13.2. *Indemnification by Landlord.* Landlord agrees to indemnify and hold Tenant harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from Landlord's conduct, management of Landlord's business, construction of improvements by Landlord including Landlord's Work, breach of any of the terms and conditions of this Lease, or the negligence or willful misconduct of Landlord, its agents, servants, contractors or employees. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to hold Landlord responsible for any loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Tenant, its agents, servants, contractors or employees. In case of any action or proceeding brought against Tenant by reason of such claim as is described in the initial sentence of this paragraph, Landlord, upon written notice from Tenant, covenants to defend such action or proceeding by counsel reasonably acceptable to Tenant.

ARTICLE 14 - DAMAGE AND DESTRUCTION

14.1. *Partial Damage or Destruction.* If no more than twenty-five percent (25%) of the Property, Building, Premises or parking areas are partially destroyed from any cause and such damage or destruction renders the Premises partially inaccessible or unusable, Landlord shall promptly restore the Property, Building, Premises or parking areas to substantially the same condition as they were in immediately before the destruction within one hundred eighty (180) days after the date of such partial destruction. Base Rent shall be abated for the portion of the Premises not occupied by Tenant during the time of such restoration and for any portion of the Premises which may be occupied by Tenant but which are unfit for the purposes permitted under this Lease. In the event that Landlord fails to restore the Property, Building, Premises or parking areas, as the case may be, within the one hundred eighty (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days notice to Landlord or exercise its rights under Section 17.4 of this Lease. Notwithstanding the foregoing, Landlord shall not be required to make any repairs or restorations that are prohibited by law, and Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.

14.2. *Complete Damage or Destruction.* If twenty-five percent (25%) or more of the Property, Building, Premises or parking areas are destroyed from any cause, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, Landlord shall, within sixty (60) days after the date of the casualty, commence its reconstruction. The following provisions shall apply in the event of a complete destruction:

(a) Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party if Landlord's commercially reasonable determination of period for reconstruction will exceed two-hundred and seventy (270) days from the date of the casualty;

(b) Base Rent shall be fully abated during the period beginning on the date of the casualty and ending on the date of completion of Landlord's restoration obligations as provided in this

Article 14. If Tenant occupies a portion of the Premises during Landlord's restoration of the Premises, Base Rent shall be abated only for the portion of the Premises not occupied by Tenant.

14.3. Damage Near End of Term. Notwithstanding any other provision of this Article 14 to the contrary, if any portion of the Property, Building, Premises or parking areas are destroyed or damaged by a casualty during the last twelve (12) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving ten (10) days written notice to the other party within thirty (30) days of the date of the casualty.

14.4. *Effective Date of Termination; Rent Apportionment.* If Landlord or Tenant elects to terminate this under this Article 14 in connection with a casualty, Tenant shall pay Base Rent properly apportioned up to the date of the casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

ARTICLE 15 - CONDEMNATION

15.1. Condemnation. If any portion of the Premises or the parking lot serving the Premises is taken or condemned by any competent authority for any public or quasi-public use or purpose or is sold to the condemning authority in lieu of condemnation, and such condemnation renders the Premises inaccessible or unusable, Landlord and Tenant shall each have the right to terminate this Lease upon thirty (30) days written notice to the other party. Tenant shall have the right to make such claims as may be available to Tenant under applicable law, provided such claims do not reduce the amount of condemnation proceeds available to Landlord.

15.2. *Apportionment of Base Rent.* If this Lease is terminated under this Article 15, Tenant shall only be obligated to pay Base Rent for the period up to, but not including, the termination date of this Lease. Landlord shall return to Tenant any prepaid Base Rent allocable to any period on or after the Termination Date.

ARTICLE 16 - ASSIGNMENT AND SUBLEASING

16.1. *Restriction on Landlord's Right to Alienate Property.* Prior to the Commencement Date, Landlord shall not be permitted to sell or otherwise transfer any portion of its interest in the Property or under this Lease without first obtaining the written consent of Tenant, which Tenant may grant or withhold in its sole discretion.

16.2. *Restricted Transfers by Tenant.* Except as provided in Section 16.3 of this Lease, Tenant shall not voluntarily assign, sublease or otherwise encumber any part of its interest in this Lease or in the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Concurrent with Tenant's written request for Landlord's consent to a transfer, Tenant shall provide Landlord with (a) information regarding the proposed transferee, including their name, address, and ownership profile, (b) the nature of the proposed transferee's business and anticipated use of the Premises; (c) current audited financial statements of the proposed transferee, and (d) all material terms of the proposed transfer, including the base rent to be paid by the proposed transferee for the term of the proposed assignment or sublease, the portion of the Premises to be transferred, a general description of any planned alterations or improvements to be made by the proposed transferee to the Premises, the effective date of the transfer, and copies of other relevant documentation concerning the proposed transfer to the extent then available.

16.2.1. *Standard of Landlord's Reasonableness*. It shall not be deemed unreasonable for Landlord to withhold consent to subletting or assignment by Tenant under this Lease if Landlord in its sole judgment determines that the proposed transferee (a) is of a character or is engaged in a business which is not in keeping with Landlord's standards for the Property, as determined solely by Landlord; (b) has a use which conflicts with the general character of the Property; (c) does not meet the then current commercially reasonable financial standards required by Landlord; or (d) is unacceptable because Tenant is in default beyond any applicable cure period under this Lease at the time of the request for Landlord's consent. Consent given by Landlord to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting.

16.2.2. *Release of Tenant*. If Landlord consents to any Restricted Transfer, Tenant and any guarantor of this Lease shall thereafter be released from all liability under this Lease accruing after the date of the Restricted Transfer.

16.3. *Permitted Transfers by Tenant*. Notwithstanding Section 16.1, Tenant may assign this Lease or sublease the Premises in whole or in part, upon written notice to Landlord, but without the consent of Landlord to:

(a) any entity into which or with which Tenant has merged or consolidated;

(b) any parent, subsidiary, successor, or wholly-owned affiliated entity of Tenant;

(c) any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of Tenant;

(d) any partnership, the majority interest of which shall be owned by Tenant or a parent, subsidiary, successor or wholly-owned affiliate entity of Tenant;

(e) any purchaser of substantially all of Tenant's assets located at the Premises, provided that any such assignee or successor shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed from and after the effective date of such assignment or subletting; or

(f) as a subtenant only, any doctor or medical director associated with Tenant, provided that no more than ten percent (10%) of the Premises are transferred pursuant to this Section 16.2(f).

(g) any other party, provided that Tenant and any guarantor of this Lease agree in writing to remain liable under this Lease.

16.4. *Right to Collect Base Rent*. If this Lease is assigned, Landlord shall collect Base Rent directly from the assignee. If all or part of the Premises is subleased and Tenant defaults, Landlord shall have the right to collect the base rent payable by the sublessee to Tenant directly from the sublessee provided that Landlord shall apply all amounts collected to Tenant's monetary obligations under this Lease.

ARTICLE 17 - DEFAULTS AND REMEDIES

17.1. *Default by Tenant.* The occurrence of any of the following shall constitute a default by Tenant under this Lease:

(a) Tenant's failure to pay when due any Base Rent or any other monetary obligation required to be paid under this Lease if the failure continues for ten (10) days after Tenant's receipt of written notice of its failure from Landlord to Tenant;

(b) Tenant's failure to perform any other obligation under this Lease if the failure continues for thirty (30) days after Tenant's receipt of written notice of its failure from Landlord to Tenant. If the required cure of the noticed default cannot be completed within thirty (30) days, Tenant's failure to perform shall not constitute a default under this Lease if Tenant has taken steps to cure the failure and is diligently and continuously attempting to complete the cure as soon as reasonably possible;

(c) The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days; or

(d) The execution by Tenant or any guarantor of this Lease of an assignment for the benefit of creditors.

17.2. *Landlord's Remedies on Tenant's Default.* Upon the occurrence of any event of default by Tenant, Landlord shall have the following rights and remedies, each of which shall be cumulative and nonexclusive:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages under this Lease enter upon and take possession of the Premises and expel or remove Tenant from the Premises or any part thereof, without being liable for prosecution or any claim or damages therefore;

(b) Recover from the following sums from Tenant:

  (i) any unpaid rent which has been earned at the time of such termination plus accrued interest thereon at the rate ten percent (10%) per annum; plus

  (ii) the net present value, using a discount rate of ten percent (10%), of the unpaid rent for the balance of the Lease Term less any rental loss that Tenant proves could have been reasonably avoided; plus

  (iii) any amounts reasonably expended by Landlord to restore the Premises to the condition the Premises were in as of the Commencement Date of this Lease;

(c) Cure any default by Tenant by making any payment required to be made by Tenant (other than payments of Rent) or performing any of Tenant's other obligations under this Lease. Tenant shall repay any sums expended by Landlord pursuant to this Section within ten (10) days of Landlord's submission to Tenant of invoices and proof of payment. In the event that Tenant fails to reimburse Landlord hereunder, interest shall accrue on such sums at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; and

(d) Accept any payments made by Tenant without waiving any rights under this Lease, including any rights that Landlord has to fully address and seek remedy for Tenant's default.

17.3. *Default by Landlord*. Landlord's failure to perform any its obligations under this Lease shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required cure of the noticed default cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a default under this Lease if Landlord has taken steps to cure the failure within thirty (30) days and is diligently and continuously attempting to complete the cure as soon as reasonably possible.

Landlord hereby acknowledges that the infiltration of water into the Premises represents a health and safety hazard to Tenant, its employees, and its patients. Therefore, notwithstanding anything to the contrary contained in this Section 17.3, Tenant shall have the right to exercise its rights pursuant to Section 17.4 of this Lease in the event that Tenant provides Landlord with written notice of a roof leak or other water infiltration into the Premises and Landlord fails to fully repair the same within five (5) business days.

17.4. *Tenant's Right of Self Help*. In the event of a default of this Lease by Landlord pursuant to Section 17.3, Tenant shall have the right, without waiving any claim of damages for breach of this Lease, at any time thereafter to cure such default for the account of Landlord. In exercising its self help rights pursuant to this Section 17.4, Tenant shall have the right to use contractors of its choosing. Landlord hereby grants to Tenant and Tenant's contractors a license, effective during the Lease Term, to enter those portions of the Property, Building, and Premises that are reasonably necessary for Tenant to take such action. Any reasonable amount paid or any liability reasonably incurred by Tenant in exercising its self help rights pursuant to this Section 17.4 shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore within ten (10) days of Tenant's submission of invoices and proof of Tenant's payment of such invoices. In the event that Landlord fails to reimburse Tenant as provided herein, such failure shall be considered a material breach of this Lease and the following provisions shall apply:

(i) Interest shall accrue on such unpaid amounts at the rate of eighteen percent (18%) per annum unless such interest rate violates applicable usury laws, in which case interest shall accrue at the maximum allowable legal rate; and

(ii) Tenant may deduct the full cost incurred in curing Landlord's default and any accrued interest thereon pursuant to Section 17.4(i) of this Lease from future payments of Base Rent.

ARTICLE 18 - HOLDING OVER

18.1. *Holdover Rent*. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, Tenant's occupancy shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease except that (a) Base Rent shall be equal to One hundred ten (110%) of the Base Rent paid by Tenant to Landlord for the month in which this

Lease expired or was otherwise terminated and (b) Tenant shall not have any right to extend the Lease Term.

18.2. *Limitation on Tenant's Liability for Holdover*. Tenant shall not be liable for any damages sustained by Landlord on account of Tenant's holdover unless Landlord provides Tenant with thirty (30) days written notice to vacate the Premises and Tenant thereafter fails to do so.

ARTICLE 19 - SURRENDER OF PREMISES

19.1. *Surrender of Premises*. Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove all debris and rubbish from the Premises. Tenant shall quit the Premises and surrender possession thereof to Landlord in broom clean condition except for reasonable wear and tear and damage caused by acts of God, Landlord, casualties, and/or condemnation.

19.2. *Removal of Tenant's Trade Fixture and Personal Property*. Tenant shall remove from the Premises all movable trade fixtures and personal property of Tenant including furniture, equipment, freestanding cabinetwork, and other articles of personal property owned by Tenant. Tenant's water treatment equipment and process piping shall be considered one of Tenant's trade fixtures for purposes of this Lease. Tenant shall repair all damage to the Premises and the Building resulting from such removal. If Tenant fails to remove any of its trade fixtures or personal property on or before the expiration or earlier termination of this Lease, Landlord, at Tenant's sole cost and expense, shall have the right to remove and store Tenant's trade fixtures and personal property in an off-site storage facility. Landlord shall not be liable for any damage caused as a result of such removal, and Tenant shall pay Landlord for its removal and storage expenses within ten (10) days of Landlord's written demand for reimbursement of such expenses.

19.3. *Removal of Tenant Improvements and Alterations*. Tenant shall have the right, but not the obligation, to remove Alterations installed on or in the Premises by Tenant during the Lease Term pursuant to Article 5 of this Lease. In the event that Tenant removes any Alterations pursuant to this Section 19.3, Tenant shall, at Tenant's expense, repair all damage to the Building and the Premises resulting from such removal. In the event Tenant does not remove any Alterations prior to the expiration or earlier termination of this Lease, such Tenant Alterations not so removed shall be conclusively deemed abandoned by Tenant and title thereto shall pass to Landlord without any payment or credit to Tenant.

ARTICLE 20 - ESTOPPEL CERTIFICATES

20.1. *Obligation to Provide Estoppel Certificates*. Within twenty-one (21) days after receipt of a written request by Landlord, Tenant shall execute and deliver a commercially reasonable estoppel certificate or other form required by any existing or prospective lender, mortgagee, or purchaser of all or part of the Property or the Building. Tenant shall be permitted to indicate in the estoppel certificate any exceptions to the statements contained therein that may exist at the time Tenant executes the certificate. Tenant shall also execute and deliver such other documents or instruments may be reasonably required for the purpose of supporting Landlord's underlying transaction.

ARTICLE 21 - SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT

21.1. *Automatic Subordination of this Lease.* This Lease shall at all times be subject and subordinate to the lien of any mortgages, deeds of trust, ground leases, or other encumbrances recorded now or subsequently against the Premises or the Property and all renewals, modifications, re-financings and extensions thereof (collectively, "Encumbrances"). This clause shall be self-operative, but within twenty-one (21) days after the receipt of a written request from Landlord or any Encumbrance holder, Tenant shall execute a commercially reasonable subordination agreement together with any customary additional documents evidencing the priority of the Encumbrance and the subordination of this Lease with respect to such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

21.2. *Non-Disturbance and Attornment.* Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent or any other sums due pursuant the terms of this Lease directly to the transferee.

21.3. *Modifications of Lease Required by Landlord's Lender.* If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees, that are incurred in connection with the review, negotiation, and preparation of the amendment.

ARTICLE 22 - FORCE MAJEURE

22.1. *Force Majeure.* Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

ARTICLE 23 - SIGNS

23.1. *Building Name; Landlord's Signage Rights and Obligations.* Subject to Tenant's signage rights under this Article 23, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term. Landlord shall, at its sole cost and expense, install Tenant's name and suite number on all signage located on the Property.

23.2. *Tenant's Signage Rights.* Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on the Building, the Property and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the parking areas of the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 23.2 shall be subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

23.3 *Compliance with Laws.* Notwithstanding anything contained in this Article 23 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

23.4. *Removal of Tenant's Signs Upon Lease Termination.* Tenant shall promptly and permanently remove all of its signs installed pursuant to Section 23.2 of this Lease upon the termination or earlier expiration of this Lease.

ARTICLE 24 - PARKING

24.1. *Grant of Parking Rights.* Landlord, at no cost to Tenant, shall provide Tenant with parking for Tenant's employees and patients. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations. Landlord shall not be permitted to make changes to any parking spaces during the Lease Term without Tenant's written consent, which may be granted or denied in Tenant's sole discretion.

ARTICLE 25 - BROKERS

25.1. *Brokers.* Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Health Property Services, Inc. ("Broker"), whose fees shall be paid by Landlord. Landlord and Tenant hereby represent to each other that they know of no other real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than

Broker. The terms of this Article 25 shall survive the expiration or earlier termination of this Lease.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

26.1. *Quiet Enjoyment*. Provided that Tenant performs all of its obligations under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord or any party claiming by, through, or under Landlord.

26.2. *Minimization of Interference*. Landlord shall exercise its rights and perform its obligations under this Lease in such a way as to minimize any resulting interference with Tenant's use of the Premises. Tenant shall exercise its rights and perform its obligations under this Lease in such a way as to reasonably minimize any resulting interference with the operation of the Property and the Building.

26.3. *Application of Payments; No Accord and Satisfaction*. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law. In no event shall the provisions of this Section 26.3 limit, hinder or otherwise prevent Tenant from exercising any of its offset rights pursuant to the terms of this Lease.

26.4. *No Waivers*. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing, and such written waiver shall affect only the provision(s) specified and only for the time and in the manner stated in the writing.

26.5. *Captions*. The captions of articles and sections of this Lease are for convenience only and shall have no effect on the interpretation of the provisions of this Lease.

26.6. *Time of the Essence*. Time is of the essence of this Lease and each of its provisions.

26.7. *Recording—Memorandum of Lease*. This Lease shall not be recorded but, at the request of the other party, Landlord and Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease. The costs of recording any memorandum of lease shall be borne by the party requesting its execution.

26.8. *Authority*. Landlord and Tenant each warrant and represent to each other that the individuals executing this Lease are duly authorized to execute and deliver this Lease and, once fully executed and delivered, this Lease constitutes a valid, legal and binding obligation enforceable in accordance with the terms and conditions contained herein.

26.9. *Binding Effect*. This Lease shall bind and benefit the parties to this Lease and their legal representatives and successors in interest.

26.10. *Governing Law; Venue*. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located without regard to the conflict of law principles thereof. Any action or proceeding in respect of any claim arising out of or related to this Lease, whether in tort or contract or at law or in equity, shall be filed in the state or federal court of competent jurisdiction located geographically closest to the Premises.

26.11. *Attorney Fees and Costs.* If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

26.12. *Interpretation of Lease Provisions.* Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant herby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

26.13. *Severability.* If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

26.14. *Exhibits; Entire Agreement; Amendments.* The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

26.15. *Notices.* All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: KLM Othello, LLC

with a copy to: ______________________________
____
____

If to Tenant: Renal Care Group Northwest, Inc. (RCGNW)
/Inland Northwest Renal Care Group, LLC
At the Premises

with a copies to: Renal Care Group Northwest, Inc. (RCGNW)
/Inland Northwest Renal Care Group, LLC
c/o Fresenius Medical Care North America
Attention: Law Department
920 Winter Street
Waltham, MA 02451

Renal Care Group Northwest, Inc. (RCGNW)/
Inland Northwest Renal Care Group, LLC
c/o Fresenius Medical Care North America
Attention: Lease Administration
920 Winter Street
Waltham, MA 02451

All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 26.15.

26.16. *Consents*. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

26.17. *Zoning*. Landlord warrants and represents that the Premises is zoned for Tenant's use.

26.18. *Conditions, Covenants and Restrictions Affecting Title*. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit C, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property or the parking areas are attached hereto as Exhibit C.

26.19. *Exclusivity*. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/ buyer for the purpose of the Permitted Use.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:	TENANT:
KLM Othello, LLC	~~Renal Care Group Northwest, Inc. (RCGNW)/~~ Inland Northwest Renal Care Group, LLC By: Renal Care Group, Inc., its Member
KLM	
Name:	Name: Marc Lieberman
Title: premier.	Title: Asst. Treasurer

EXHIBIT A

PROPERTY, BUILDING, PREMISES

Parcel Number: 1529030680201

EXHIBIT B

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is made as of this ____ day of __________________, 200__ between ______________________________ ("Landlord" and Bio-Medical Applications of ____________________________, d/b/a ________________ ("Tenant").

WHEREAS, the parties entered into a lease dated ___________________, 200__, (the "Lease"), attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property situated at ______________________________, containing approximately ______ square feet (the "Premises").

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date and certain other facts concerning the Lease.

NOW, THEREFORE in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of their existing Lease:

1. The actual rentable square footage of the Building is _______ square feet. The Premises contain _________ rentable square feet and _________ useable square feet. The Tenant's Pro-Rata Share is ______.

2. Landlord's Work was Substantially Complete according to the terms of the Lease on ____________________, 200__ and the Tenant assumed possession of the Premises on such date. Other key dates are as follows:

(a) The Commencement Date of the Lease is ___________________, 200__.
(b) The Rent Commencement Date is ____________________, 200__.
(c) The Lease Expiration Date is ____________________, 200__.

3. Except for the specific modifications to the Lease contained in this Commencement Date Certificate, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:	**TENANT:**
KLM OTHELLO, LLC	Renal Care Group Northwest, Inc. (RCGNW) /Inland Northwest Renal Care Group, LLC
______________________________	______________________________
Name:	Name:
Title:	Title:

EXHIBIT C

CONDITIONS, COVENANTS & RESTRICTIONS AFFECTING TITLE

NO KNOWN RESTRICTIONS

ASSIGNMENT OF LEASE

The undersigned KLM Othello, LLC ("Assignor"), hereby assigns to MDG-FRE VIII, LP ("Assignee"), all of Assignor's rights, title and interests as Landlord under that certain Lease with Renal Care Group Northwest, Inc. (RCGNW)/Inland Northwest Renal Care Group, LLC, as Tenant, dated October 15, 2008, as amended (collectively, the "Lease"), pursuant to rights granted under, and subject to all of the terms and conditions of said Lease.

Assignee hereby assumes all obligations and has the benefit of all rights of Assignor under the said Lease and agrees to indemnify and hold Assignor harmless from any and all liabilities arising therefrom.

Assignor's signature below shall also serve as its signature to the Lease as necessary to the enforceability of the Lease.

Dated this 30 day of September, 2008.

WITNESS:

[signature]
Witness Signature
[illegible]
(print or type name)

ASSIGNOR:

KLM OTHELLO, LLC

By: [signature]
Name: [illegible] KLM
Title: Partner

WITNESS:

Witness Signature

(print or type name)

ASSIGNEE:

MDG-FRE VIII, LP

By:
Name:
Title:

ASSIGNMENT OF LEASE

The undersigned KLM Othello, LLC ("Assignor"), hereby assigns to MDG-FRE VIII, LP ("Assignee"), all of Assignor's rights, title and interests as Landlord under that certain Lease with Renal Care Group Northwest, Inc. (RCGNW)/Inland Northwest Renal Care Group, LLC, as Tenant, dated October 15, 2008, as amended (collectively, the "Lease"), pursuant to rights granted under, and subject to all of the terms and conditions of said Lease.

Assignee hereby assumes all obligations and has the benefit of all rights of Assignor under the said Lease and agrees to indemnify and hold Assignor harmless from any and all liabilities arising therefrom.

Assignor's signature below shall also serve as its signature to the Lease as necessary to the enforceability of the Lease.

Dated this ___ day of October, 2008.

WITNESS:

____
Witness Signature

____
(print or type name)

ASSIGNOR:

KLM OTHELLO, LLC

By: ________________________
Name: ________________________
Title: ________________________

WITNESS:

Witness Signature

Diana Zike
(print or type name)

ASSIGNEE:

MDG-FRE VIII, LP

By:
Name: Paul Brown
Title: Partner

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into as of this 16th day of October 2008 by and between MDG-FRE VIII, LP, a Texas limited partnership, as successor-in-interest to KLM Othello, LLC ("Landlord"), and Inland Northwest Renal Care Group, LLC, a Colorado limited liability company ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease dated October 15, 2008, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") as assigned to Landlord on October 16, 2008 (the 'Lease Assignment'), for certain premises consisting of approximately 5,200 square feet and located at 530 S 1st Ave, Othello, WA 9344 (the "Premises"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. Section 1.1 of the Lease is hereby amended with the addition of the following:

"(iii) In addition to the Landlord's Work set forth above, Landlord shall Substantially Complete (as defined in Section 1.2 below) construction of the Tenant Improvements (as defined in paragraph 1.6 below) according to the Construction Documents and other materials which set forth the scope of work agreed to by the parties. Landlord's construction of the Tenant Improvements shall be included in the definition of "Landlord's Work".

(iv) The parties agree that Landlord shall hire an architect to prepare all the plans in connection with Site work and construction of the Shell Building, which preparation costs shall be paid for by Landlord at Landlord's sole cost and expense, and parties agree that Tenant shall hire an architect to prepare all the plans in connection with the interior Tenant Improvements, which preparation costs shall be paid for by Tenant at Tenant's sole cost and expense.

The parties further agree that within sixty (60) days of the full execution of this Lease, the parties shall have completed all the plans set forth herein and Landlord shall have applied for the applicable permits necessary for Landlord to perform the Site and Shell Building Work, and Tenant shall have applied for the applicable permits necessary for Landlord to perform the Tenant Improvement Work."

2. The first sentence in Section 1.2 of the Lease is hereby deleted and replaced with the following:

"As part of the construction of Landlord's Work, Landlord shall use its best efforts and take all commercially reasonable steps in order to Substantially Complete (as defined below) all of Landlord's Work by the date which shall be one hundred eighty (180) days after the last to be completed of the (1) full execution of the Lease, (2) Landlord's closing on the Property and the construction loan, or (3) receipt of the recorded, approved plat and the full building permit (the "Delivery Date")."

3. Section 1.3 of the Lease is hereby deleted and replaced with the following:

"1.3 *Tenant's Right to Inspect and Test.* At any time after the Delivery Date, Tenant shall be allowed entry into the Premises in order to inspect and test all mechanical, electrical and utility systems servicing the Premises in order to insure proper installation and use thereof. In addition, Landlord hereby grants Tenant permission to test, at Tenant's sole cost and expense, for vapor emissions from the concrete floor slab to ensure that such vapor emissions do not exceed five (5) pounds per one thousand (1,000) square feet for VCT and sheetgoods. If Tenant's inspection and/or testing reveals faults with any mechanical, electrical, or utility system, or if such inspection and/or testing reveals that the vapor emissions of the slab exceeds the five (5) pounds per one thousand (1,000) square feet, Landlord shall have thirty (30) days to repair such deficiencies. In the event that such faults are not properly fixed within such thirty (30) day time period, Tenant shall have the right to exercise its rights under Section 17.4 of this Lease upon written notice to Landlord."

4. Section 1.4(i) of the Lease is hereby amended by replacing "Five Hundred Dollars ($500.00)" with "Three Hundred Dollars ($300.00)."

5. Sections 1.6 and 1.6.1 of the Lease are hereby deleted and replaced with the following:

"1.6. *Tenant Improvements*. Per paragraph 1.1, Landlord shall construct the initial improvements in order to make the Premises suitable for Tenant's use ("Tenant Improvements") as part of Landlord's Work. Tenant shall pay Landlord for Landlord's costs to construct the Tenant Improvements on a monthly basis ("Tenant Finish Rent"), which shall be due and payable with Tenant's Base Rent per the following rent schedule:

Tenant Finish Rent

Period	Annual Rent	Monthly Rent
Years 1-5	$63,974.40 / yr.	$5,331.20 / mo.
Years 6-10	$70,371.84 / yr.	$5,864.32 / mo.
Years 11-12	$73,186.72 / yr.	$6,098.90 / mo.

Within thirty (30) days following the Delivery Date, Landlord shall provide to Tenant with a summary of the actual total Tenant Improvement costs (the 'Actual Total Tenant Improvement Costs'), which shall include, but not be limited to, cost adjustments associated with any project scope changes caused by municipal permit review and inspection comments, revisions to the construction plan documents initiated by Tenant scope changes or omissions, or conflicts by design consultants. At Tenant's request, Landlord shall provide appropriate supporting documentation (actual bids, invoices from subcontractors or other such supporting documents) to substantiate the Actual Total Tenant Improvement Costs, which shall be approved by Tenant, such Tenant approval not to be unreasonably withheld, conditioned or delayed.

Any adjustment to Tenant Finish Rent originally set forth herein shall be documented by the parties via an amendment to this Lease or in the Commencement Date Certificate, in the form attached hereto as **Exhibit "B"**."

6. Section 2.2 of the Lease is hereby deleted and replaced with the following:

"2.2. *Lease Term*. The term of this Lease shall be for twelve (12) years ("Initial Term") commencing on the date that is thirty (30) days after the Delivery Date (the "Commencement Date"). The parties shall execute and deliver the Commencement Date Certificate, in the form set forth in **Exhibit "B"** attached to this Lease, in order to memorialize the Commencement Date."

7. Section 3.1 of the Lease is hereby amended by adding the following language to the Base Rent table:

"Years 11-12	\$123,799.10 / yr.	\$10,316.60 / mo."

8. Section 3.2 of the Lease is hereby deleted and replaced with the following:

3.2. Base Rent for Option Terms. Base Rent for each Option Term shall be calculated based on the Fair Market Value of the Premises (as defined in Section 3.2.1 of this Lease).

3.2.1. Fair Market Value. Fair Market Value shall be defined as the then fair market rental value of a fully improved site, shell, and interior finish out building served by the utilities detailed in this Lease that is comparable in size to the Premises, leased for a term comparable to the Option Term, and located in stand alone buildings equivalent in quality and located in the state of Washington geographic area. Fair Market Value shall be based on shell space that is not (i) subleased, (ii) subject to another tenant's expansion or right of first refusal rights, or (iii) leased to a tenant that holds an ownership interest in or is otherwise affiliated with the Landlord.

3.2.2. Determination of Fair Market Value. Fair Market Value shall be determined as follows: Within thirty (30) days of Tenant's exercise of a Renewal Option pursuant to Section 2.2 of this Lease, each party, at its own cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the Premises are located to appraise the Fair Market Value. The appraisers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two appraisers shall be binding upon Landlord and Tenant. In the event that the two appraisers are unable to agree on the Fair Market Value, they shall immediately and mutually select an independent third appraiser meeting the qualifications stated in this Section 3.2.2. The third appraiser's determination of the Fair Market Value of the Premises shall be made within ten

(10) days, and Landlord and Tenant shall share the cost of retaining the third appraiser equally. The two appraisers or the third appraiser, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and which shall serve as the Base Rent for the Option Term."

9. Section 6.1 of the Lease is hereby amended by adding the following sentence to the end of the paragraph:

"Trash containment and removal, snow-ice removal, and landscape maintenance shall be performed by Tenant."

10. Section 6.2(a) of the Lease is hereby amended by adding the following sentence to the end of the paragraph:

"Landlord shall make necessary repairs to the parking areas (including paving and sealing) for a period of three (3) years after the Delivery Date."

11. Section 6.2(b) and subsections (i) – (vii) are hereby deleted.

12. Section 9.1 of the Lease is hereby amended by replacing $1,500.00 with $2,500.00.

13. The first sentence in Section 25.1 is hereby deleted and replaced with the following:

"Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease."

14. Landlord's notice address for the purposes of Section 26.15 is hereby amended as follows:

"If to Landlord (rent payments and notices):

MDG-FRE VIII, LP
3010 LBJ Freeway
Suite 1400
Dallas, Texas 75234
Attn: Paul Brown

If to Lender, Landlord shall provide notice of any termination, amendment or modification of the Lease:

Bank of Texas N. A.
5956 Sherry Lane, Suite 700
Dallas, TX 75225
Attention: Real Estate Lending Group"

154. Section 26.20 is hereby inserted after Section 26.19 of the Lease:

"26.20. _W-9_. In connection with Tenant's payment of Base Rent and Tenant Finish Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as **Exhibit "E"**."

16. Section 26.21 is hereby inserted after Section 26.20 of the Lease:

"26.21. Guaranty of Lease. The Lease shall be guaranteed by Fresenius Medical Care Holdings, Inc., and attached hereto as **Exhibit "D"**."

17. Exhibits D and E attached hereto to this First Amendment are hereby added to the Lease.

18. Except as modified herein, all terms of the Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this First Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

MDG-FRE VIII, LP

a Texas limited partnership
By: MDG Development Group, LLC,
A Texas limited liability company, its
General Partner

By: ______________________

Name: Pam Brown

Title: Manager

TENANT:

Inland Northwest Renal Care Group, LLC

a Colorado limited liability company
By: Renal Care Group, Inc.
Its: Member

By: ______________________

Name: Marc Lieberman

Title: Asst. Treasurer

EXHIBIT "D"
GUARANTY OF LEASE

FRESENIUS MEDICAL CARE HOLDINGS, INC. ("FMCH"), a New York corporation with principal offices located at 920 Winter Street, Waltham, MA 02451, Attn: Legal Dept., does hereby guarantee the performance of its affiliate, ________________________ d/b/a Fresenius Medical Care of ______________ ("_____"), a Delaware corporation, under a lease (the "Lease") between ________ as tenant and MDG-FRE VIII, LP ("Landlord") as landlord, dated _______ _______, 2008 and attached hereto.

In the event of any failure on the part of ______ to pay (after demand therefore) any amount due to Landlord pursuant to the Lease as amended including, but not limited to, payments of base rent, additional rent or other charges, or in the event that ______ shall fail to perform (after demand therefore) a material obligation of the tenant under the Lease, then Landlord may look to FMCH for payment of any amount due or for the performance of any obligation of ______ under the Lease as amended.

IN WITNESS WHEREOF FMCH has caused its duly authorized officer to execute this Guaranty of Lease as of this ___ day of __________, 2008.

FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: ______________________

Print Name: Marc Lieberman

Title: Asst. Treasurer

Dated: 10/16/08

EXHIBIT E

Form **W-9** (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2. Print or type

Name (as shown on your income tax return)
MDG-FRE VIII, LP

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶
☐ Exempt payee

Address (number, street, and apt. or suite no.)
3010 LBJ Freeway, Suite 1400

Requester's name and address (optional)

City, state, and ZIP code
Dallas, Texas 75234

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
20 | 8671930

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Second Amendment") is entered into as of this 9 day of July, 2009 by and between MDG-FRE VIII, LP, a Texas limited partnership, as successor-in-interest to KLM Othello, LLC ("Landlord"), and Inland Northwest Renal Care Group, LLC, a Colorado limited liability company ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease dated October 15, 2008, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") as assigned to Landlord on October 15, 2008 (the 'Lease Assignment'), for certain premises consisting of approximately 5,200 square feet and located at 530 S. 1st Avenue, Othello, WA 9344 (the "Premises"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. Base Rent table contained in Section 3.1 of the Lease and Paragraph 7 of the First Amendment to Lease is hereby deleted and replaced with the following:

Period	Base Rent	Tenant Finish Rent	Total Annual Rent	Monthly Rent
Years 01-05	$108,216 / yr.	$63,793 / yr.	$172,009/ yr.	$14,334 / mo.
Years 06-10	$119,038 / yr.	$70,172 / yr.	$189,210 / yr.	$15,768 / mo.
Years 11-12	$123,799 / yr.	$72,979 / yr.	$196,778 / yr.	$16,398 / mo.

2. Tenant Finish Rent schedule contained in Paragraph 5 of the First Amendment to Lease is hereby deleted and incorporated into Paragraph 1 of this Second Amendment.

3. Exhibit A Property, Building, Premises contained in the Lease is hereby deleted and replaced with the attached Exhibit A-1 Property, Building, Premises.

4 Exhibit B Commencement Date Certificate contained in the Lease is hereby deleted and replaced with the attached Commencement Date Certificate.

5. Except as modified herein, all terms of the Lease and First Amendment to Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Second Amendment.

(execution page to follow)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

LANDLORD:	**TENANT:**
MDG-FRE VIII, LP	Inland Northwest Renal Care Group, LLC
a Texas limited partnership By: MDG Development Group, LLC, A Texas limited liability company Its: General Partner	a Colorado limited liability company By: Renal Care Group, Inc. Its: Member
By: ______	By: ______
Name: Paul Brown	Name: Paul J. Colantonio
Title: Manager	Title: Assistant Treasurer

EXHIBIT A-1

PROPERTY, BUILDING, PREMISES

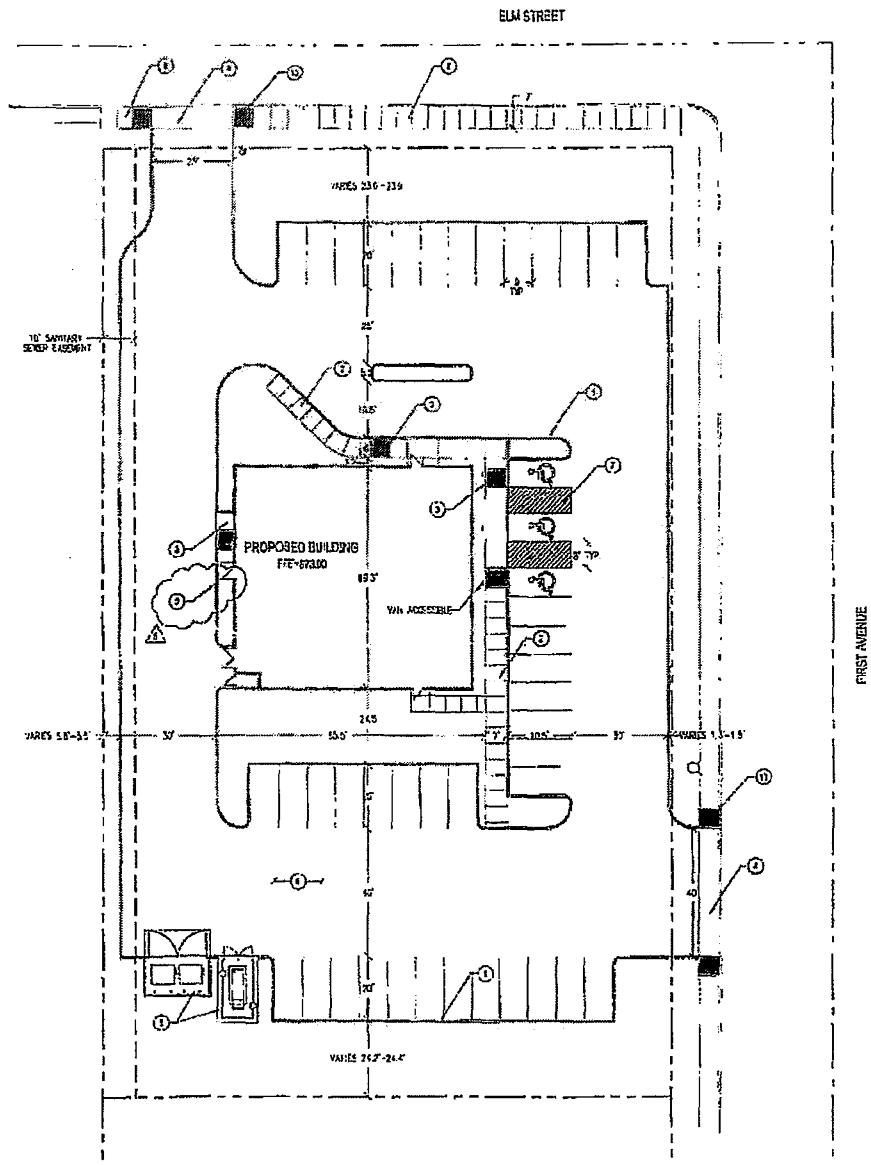


EXHIBIT B

COMMENCEMENT DATE CERTIFICATE

This Commencement Date Certificate is made as of this 9 day of July, 2009 between MDG-FRE VIII, LP, a Texas limited partnership, as successor-in-interest to KLM Othello, LLC ("Landlord") and Inland Northwest Renal Care Group, LLC, a Colorado limited liability company ("Tenant").

WHEREAS, the parties entered into a lease dated October 15th, 2008 (the "Lease") attached hereto and incorporated by reference, in which Landlord leased to Tenant that certain property located at 530 S. 1st Avenue in the City of Othello, Adams County, Washington and containing approximately 5,200 square feet (the "Building").

WHEREAS, Landlord and Tenant desire to confirm the Commencement Date and certain other facts concerning the Lease.

NOW, THEREFORE in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties hereto incorporate the following into the terms of their existing Lease:

1. The portion of the Building being leased by Tenant has been re-measured by the Architect of record and is confirmed to actually contain approximately 5,215 square feet. The Tenant's Pro-rata share is 100%.

2. Landlord's Work was Substantially Complete on June 8, 2009 according to the terms of the Lease and the Tenant assumed possession of the Premises on such date.

3. The Commencement Date of the Lease is July 8, 2009.

4. Lease term is twelve (12) years from the Commencement Date.

5. The Final Project Costs – Rent Summary is attached hereto as Exhibit B-1.

6. Beginning on the Commencement Date, Tenant shall pay to Landlord annual Base and Tenant Finish Rent, as described in the table below, in equal monthly installments in advance on or before the first day of every calendar month, without any setoff or deduction except as provided elsewhere in the Lease.

Period	Base Rent	Tenant Finish Rent	Annual Rent	Monthly Rent
Years 01-05	$108,216 / yr.	$63,793 / yr.	$172,009/ yr.	$14,334 / mo.
Years 06-10	$119,038 / yr.	$70,172 / yr.	$189,210 / yr.	$15,768 / mo.
Years 11-12	$123,799 / yr.	$72,979 / yr.	$196,778 / yr.	$16,398 / mo.

7. Except for the specific modifications contained in this Commencement Date Certificate, all terms of the Lease, First Amendment to Lease and Second Amendment to Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Agreement.

(execution page to follow)

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:
MDG-FRE VIII, LP, a Texas limited partnership

By: ______________________
Name: Paul Brown
Title: Partner, MDG Development Group, LLC, the general partner of MDG-FRE VIII, LP

TENANT:
INLAND NORTHWEST RENAL CARE GROUP LLC, A COLORADO LIMITED LIABILITY COMPANY
By: Renal Care Group, Inc., its member

By: ______________________
Name: Paul J. Colantonio
Title: Assistant Treasurer

MDG
Development Group

EXHIBIT B-1

FINAL PROJECT COSTS - RENT SUMMARY

Project: FMC Othello, WA
Owner: MDG
Contractor: Gioffre Companies
Tenant: Fresenius Medical Care
Estimated SF: 5,200
Actual SF: 5,215

SITE & SHELL	$	728,000
LAND		82,500
SEWER EXTENSION		10,000
TENANT FINISH		624,000
Lender-Financing		377,621
ORIGINAL PROJECT COSTS	**$**	**1,822,121**

Update: 30-Jun-09

Certificate of Occupancy Date: 05/29/09
Substantial Completion Date Date: 06/08/09
Lease Commencement Date: 07/08/09

#	ISSUE DATE	COST ADDS & DEDUCTS DESCRIPTION	AMOUNT PROPOSED	AMOUNT APPROVED	APPROVE DATE	REMARKS
1	1/28/09	Delete 2 window openings on S.Elev.	$ (250.20)	$ -	declined	requested by FMC; not approved
2	1/29/09	Add trench drain piping at RM 123	734.29	734.29	03/17/09	engineering plans not complete
3	02/09/09	Weather delays - no cost impact	-	-	06/30/09	dates: 12/15, 12/19, 12/22, 12/23, 12/29
4	02/09/09	Delete em gen pad and fence	(1,300.00)	-	declined	requested by FMC; not approved
5	02/27/09	Add electrical heater in riser room	665.96	665.96	03/17/09	scope per RFI 12
6	03/05/09	Credit for Alternate Type D Fixture	(3,000.00)	(3,000.00)	03/17/09	alternate submittal approved by architect
7	04/10/09	Extend Epoxy Flrg into GranuFlo area	714.88	714.88	04/14/09	requested by FMC at March 19 Walk-thru
8	04/10/09	Install FRP on Water Treatment rm walls	1,139.50	1,139.50	04/14/09	requested by FMC at March 19 Walk-thru
9	04/10/09	Replace 4 way diff. with 3 way diff.	177.38	177.38	04/14/09	requested by FMC at March 19 Walk-thru
10	05/11/09	Add disconnect for temp generator	1,007.81	1,007.81	GP verbal	requested by FMC; scope per RFI #22
11	05/21/09	Install mail box	587.97	587.97	GP verbal	requested by FMC; not in scope
12	06/11/09	Landscape stone mulch upgrade	1,836.00	1,836.00	GP verbal	requested by FMC; cost exceeding allowance
13	06/11/09	Furnish lockers	1,469.34	1,469.34	GP verbal	requested by FMC; originally furnished by FMC
14	06/26/09	Add PIV, tampers less bollards credit	2,353.72	2,353.72	06/30/09	PIV, tampers required by local Fire Marshall
15	06/30/09	Install additional cable / jack in lounge	394.20	394.20	GP verbal	requested by FMC; not in scope
16	06/30/09	Sewer extension allowance	(10,000.00)	(10,000.00)	06/30/09	work completed with site-shell costs
-			-	-		
-			-	-		
		TOTAL ADJUSTMENTS	**$ (3,469)**	**$ (1,919)**		

FINAL PROJECT COSTS	**$**	**1,820,202**

Rent Summary	Original Lease	Amended Lease
Total Project Costs	$1,822,121	$1,820,202
Years 1 - 6:		
Annual Rental Rate (TPC * 9.45%):	$172,190	$172,009
Mo.	$14,349	$14,334
Cost SF	$33.11	$32.98
Years 7 - 10:		
Annual Rental Rate (TPC * 9.45%):	$189,409	$189,210
Mo.	$15,784	$15,768
Cost SF	$36.42	$36.28
Years 11 - 12:		
Annual Rental Rate (TPC * 9.45%):	$196,986	$196,778
Mo.	$16,415	$16,398
Cost SF	$37.88	$37.73

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "Third Amendment") is entered into as of this 14 day of January, 2010 by and between MDG-FRE VIII, LP, a Texas limited partnership, as successor-in-interest to KLM Othello, LLC ("Landlord"), and Inland Northwest Renal Care Group, LLC, a Colorado limited liability company ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease dated October 15, 2008, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") as assigned to Landlord on October 15, 2008 (the 'Lease Assignment'), for certain premises consisting of approximately 5,200 square feet and located at 530 S. 1st Avenue, Othello, WA 9344 (the "Premises"), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and further good and valuable consideration, the parties agree as follows:

1. Paragraph 6 of the First Amendment to Lease is hereby deleted and replaced with the following:

   6. Section 2.1 of the Lease is hereby deleted and replaced with the following:

   "2.1. Lease Term. The term of this Lease shall be for twelve (12) years ("Initial Term") commencing on the date that is thirty (30) days after the Delivery Date (the "Commencement Date"). The parties shall execute and deliver the Commencement Date Certificate, in the form set forth in **Exhibit "B"** attached to this Lease, in order to memorialize the Commencement Date."

2. Paragraph 8 Section 3.2.2 of the First Amendment is hereby deleted and replaced with the following:

   3.2.2. Determination of Fair Market Value. Fair Market Value shall be determined as follows: Within thirty (30) days of Tenant's exercise of a Renewal Option pursuant to Section 2.2 of this Lease, each party, at its own cost and by giving notice to the other party, shall appoint a real estate appraiser with at least five (5) years full-time commercial appraisal experience in the area in which the Premises are located to appraise the Fair Market Value. The appraisers shall have fifteen (15) days to agree upon the Fair Market Value of the Premises. Any agreement reached by the two appraisers shall be binding upon Landlord and Tenant. In the event that the two appraisers are unable to agree on the Fair Market Value, Landlord and Tenant shall immediately and mutually select an independent third appraiser meeting the qualifications stated in this Section 3.2.2. The third appraiser's determination of Fair Market Value shall be made within ten (10) days, and Landlord and Tenant shall share the cost of retaining the third appraiser equally. The third appraiser's determination of the Fair Market Value of the Premises shall be averaged together with the Fair Market Value determined by each of the initial two appraisers, and such average shall establish the Fair Market Value for the purposes of this Lease. The two appraisers or the third appraiser, as the case may be, shall immediately notify the parties of their determination of Fair Market Value of the Premises, which shall be binding on both Landlord and Tenant and which shall serve as the Base Rent for the Option Term."

Except as modified herein, all terms of the Lease and First Amendment to Lease shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Third Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

LANDLORD:

MDG-FRE VIII, LP

a Texas limited partnership
By: MDG Development Group, LLC,
A Texas limited liability company
Its: General Partner

By: ______________

Name: PAUL BROWN

Title: Manager

TENANT:

Inland Northwest Renal Care Group, LLC

a Colorado limited liability company
By: Renal Care Group, Inc.

Its: Member

By: ______________

Name: Marc Lieberman
~~Asst. Treasurer~~

Title: ______________

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is entered into as of this 18th day of October, 2018 (the "**Effective Date**") between Woodworth Capital, Inc., a Washington corporation, as successor-in-interest to MDG-FRE VIII, LP ("Landlord") and Inland Northwest Renal Care Group, LLC, a Washington limited liability company, as successor-in-interest to Renal Care Group Northwest, Inc. ("Tenant"), with reference to the following:

RECITALS

A. Landlord and Tenant are parties to a certain Commercial Lease Agreement dated October 15, 2008, together with any and all amendments, modifications, extensions, etc. (collectively, the "Lease") for property situated at 530 S. 1st Avenue, Othello, Washington, containing approximately 5,200 square feet (the "Premises"), as more particularly described in the Lease. Capitalized terms used herein shall have their meanings set forth in the Lease, except as otherwise defined herein.

B. Landlord and Tenant inadvertently omitted an acknowledgement of the Lease when originally executed.

C. Having since discovered such omission, Landlord and Tenant now desire to enter into this amendment in order to ratify and confirm the Lease and to waive any defenses to enforcement thereof as a result of the failure to acknowledge the Lease at the time of original execution.

Accordingly, in consideration of the foregoing and the mutual covenants herein contained, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Ratification; Waiver of Claims for Failure to Acknowledge. Landlord and Tenant hereby ratify and confirm the Lease and all terms and conditions thereof. Further, Landlord and Tenant hereby waive any claims related to lack of enforceability of the Lease for failure to comply with the statute of frauds as a result of the failure to have their respective signatures acknowledged at the time of original execution.

3. Counterparts. This Amendment may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

LANDLORD:

Woodworth Capital, Inc.

By: ______________________
Name: JEFFREY A. WOODWORTH
Title: PRESIDENT

TENANT:

Inland Northwest Renal Care Group, LLC

By: ______________________
Name:
Title:

William Popken
Dir. of Real Estate

[*Acknowledgements follow*]

[Landlord Acknowledgement to Fourth Amendment to Lease Agreement]

STATE OF WASHINGTON
COUNTY OF Pierce
ss.

I certify that I know or have satisfactory evidence that Jeffrey H. Woodworth is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of Woodworth Capital, Inc.to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 19th day of October, 2018.

WILLIAM F STARKS NOTARY PUBLIC 03-01-22 STATE OF WASHINGTON

(Signature of Notary)

William Starks
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Newcastle, WA.

My appointment expires 3-1-22

[*Tenant Acknowledgement to Fourth Amendment to Lease Agreement*]

COMMONWEALTH OF MASSACHUSETTS | ss.

COUNTY OF MIDDLESEX

I certify that I know or have satisfactory evidence that William Popken is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Director of Real Estate of Inland Northwest Renal Care Group, LLC to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 18th day of October, 2018.

CHRISTOPHER J. BEATTIE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
January 23, 2020

(Signature of Notary)

CHRIS. BEATTIE

(Legibly Print or Stamp Name of Notary)

Notary public in and for the Commonwealth of Massachusetts, residing at Waltham.

My appointment expires 1/23/2020

Exhibit 10B.

Proof of Land Ownership by Landlord

ADAMS COUNTY
WASHINGTON

TAXSIFTER

Sherri L Brewer
Adams County Assessor 210 W Broadway Ave Ritzville, WA 99169

Parcel

Parcel#:	1529032180001	Owner Name:	WOODWORTH CAPITAL INC
DOR Code:	65 - Services - Professional	Address1:	
Situs:	530 S 1ST AVE, OTHELLO	Address2:	3110 RUSTON WAY, STE D
Map Number:	152903 1529-03-00-241860-000-00100	City, State:	TACOMA WA
Status:		Zip:	98402-5308
Description:	LOT 1, CUMULUS FIRST STREET PLAT		
Comment:	SUBDIVIDED IN CREATED IN THE SUBDIVISION OF PARCEL #: 1529030680201 12/18/2008		

2018 Market Value	
Land:	$86,400
Improvements:	$1,262,800
Permanent Crop:	$0
Total	$1,349,200

2018 Taxable Value	
Land:	$86,400
Improvements:	$1,262,800
Permanent Crop:	$0
Total	$1,349,200

2018 Assessment Data	
District:	11 - OTHELLO INCORPORATED
Current Use/DFL:	No
Total Acres:	1.24000

Ownership

Owner's Name	Ownership %
WOODWORTH CAPITAL INC	100 %

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
01/29/10	WD-294289	1	26662	MGD-FRE VIII, LP	WOODWORTH CAPITAL INC	$1,728,195
12/02/08	WD-290867	1	25872	CUMULUS ASSOCIATES	MDG-FRE VIII, LP	$81,000

Building Permits

Permit No.	Date	Description	Amount
2130		NEW SIGN	$4,500.00
2106		VOIDED	$0.00
2107		TENANT IMPROVEMENT	$210,383.00
2104		5800 SQ FT SHELL ONLY - KIDNEY DIALYSIS CENTER	$350,000.00

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2018	WOODWORTH CAPITAL INC	$86,400	$1,262,800	$0	$1,349,200	$0	$1,349,200
2017	WOODWORTH CAPITAL INC	$86,400	$1,262,800	$0	$1,349,200	$0	$1,349,200

2016	WOODWORTH CAPITAL INC	$86,400	$805,100	$0	$891,500	$0	$891,500
2015	WOODWORTH CAPITAL INC	$86,400	$805,100	$0	$891,500	$0	$891,500
2014	WOODWORTH CAPITAL INC	$86,400	$805,100	$0	$891,500	$0	$891,500

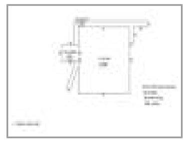
View Taxes

Parcel Comments

Date	Comment
12/18/08	SUBDIVIDED IN CREATED IN THE SUBDIVISION OF PARCEL #: 1529030680201 12/18/2008

Property Images

Click on an image to enlarge it.

1.0.6764.24232 Data current as of: 10/17/2018 4:10 PM TX_RollYear_Search: 2018

Exhibit 11.

Financial Commitment Letter

FRESENIUS KIDNEY CARE

Rocky Mountain Regional Office
5251 DTC Parkway, Suite 500 Greenwood Village, CO 80111
PH: 720-236-2769 F: 720-941-6675

October 18th, 2018

Department of Health
Certificate of Need Program
PO Box 47852
Olympia, WA 98504-7852

RE: Inland Northwest Renal Care Group, LLC. Requesting to expand by an additional 1 station in Adams County.

Dear Sir or Madam:

Please accept this letter as evidence of financial support for the certificate of need application by Inland Northwest Renal Care Group, LLC an operating subsidiary of Fresenius Medical Care Holdings, Inc. ("Fresenius"), to expand it by a further 1 station in Adams County.

Fresenius is pleased to commit from its corporate reserves, the funding for the estimated capital expenditures required for this heath care facility. Fresenius has sufficient cash reserves to fully fund the intended project.

Sincerely,

Mark Fawcett
Senior Vice President & Treasurer

Exhibit 12A.

Audited Financial Statements-Fresenius Medical Care

2015-2016

Annual Report *2016*

APPLYING

We count on our employees and their abilities. To improve our patients' quality of life. Our extensive expertise is the prerequisite for our long-term business success.

KNOWLEDGE

FRESENIUS MEDICAL CARE

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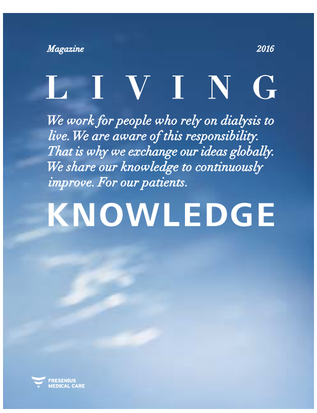
MAGAZINE
LIVING KNOWLEDGE



You can find the Corporate Magazine "Living Knowledge" between chapter 2 and 3.

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Fresenius Medical Care filed an Annual Report under Form 20-F with the Securities and Exchange Commission (SEC) with additional information on the company. Fresenius Medical Care's Annual Report on Form 20-F may be obtained from the company.

The audited financial statements of the group's holding company, Fresenius Medical Care AG & Co. KGaA, will be submitted electronically to the German Federal Gazette (Bundesanzeiger) who files these Financial Statements with the company register. These Financial Statements can be obtained from the company.

The audited consolidated financial statements in accordance with § 315 a Commercial Code (HGB) will be submitted electronically to the German Federal Gazette (Bundesanzeiger) who files these consolidated financial statements with the company register. These financial statements can be obtained from the Company.

The publications can be also accessed on www.freseniusmedicalcare.com.

CONSOLIDATED STATEMENTS OF INCOME

CONSOLIDATED STATEMENTS OF INCOME

T. 4.1

in $ THOUS, except share data

	Note	2016	2015
Net revenue			
Health Care		14,949,086	13,801,298
Less: patient service bad debt provision		430,230	409,583
Net Health Care		14,518,856	13,391,715
Dialysis Products		3,391,931	3,345,867
▶ **TOTAL**	22	**17,910,787**	**16,737,582**
Costs of revenue			
Dialysis Care		10,661,488	9,861,253
Dialysis Products		1,469,657	1,545,166
▶ **TOTAL**		**12,131,145**	**11,406,419**
Gross profit		5,779,642	5,331,163
Operating (income) expenses			
Selling, general and administrative		3,044,663	2,895,581
Research and development		162,364	140,302
Income from equity method investees	22	(64,908)	(31,452)
▶ **OPERATING INCOME**		**2,637,523**	**2,326,732**
Interest income		(46,644)	(116,575)
Interest expense		452,177	508,035
Income before income taxes		2,231,990	1,935,272
Income tax expense	16	683,139	622,123
Net income		1,548,851	1,313,149
Less: Net income attributable to noncontrolling interests		305,584	283,704
▶ **NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA**		**1,243,267**	**1,029,445**
▶ **BASIC EARNINGS PER SHARE**	14	**4.07**	**3.38**
▶ **FULLY DILUTED EARNINGS PER SHARE**	14	**4.06**	**3.38**

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME — T. 4.2

in $ THOUS

	Note	2016	2015
▶ **NET INCOME**		**1,548,851**	**1,313,149**
Gain (loss) related to cash flow hedges	19, 20	27,795	60,131
Actuarial gains (losses) on defined benefit pension plans	10, 20	(1,464)	81,834
Gain (loss) related to foreign currency translation	20	1,280	(352,125)
Income tax (expense) benefit related to components of other comprehensive income	20	(11,774)	(43,353)
▶ **OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX**	20	**15,837**	**(253,513)**
▶ **TOTAL COMPREHENSIVE INCOME**		**1,564,688**	**1,059,636**
Comprehensive income attributable to noncontrolling interests		304,138	278,743
▶ **COMPREHENSIVE INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA**		**1,260,550**	**780,893**

See accompanying notes to consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

CONSOLIDATED BALANCE SHEETS — T. 4.3

in $ THOUS, except share and per share data, December 31

Assets	Note	2016	2015
Current assets			
Cash and cash equivalents		747,233	549,500
Trade accounts receivable less allowance for doubtful accounts of $508,562 in 2016 and $465,790 in 2015		3,524,258	3,285,196
Accounts receivable from related parties	2	220,797	218,285
Inventories	3	1,409,834	1,340,751
Prepaid expenses and other current assets	4	1,411,833	1,374,715
▶ **TOTAL CURRENT ASSETS**		**7,313,955**	**6,768,447**
Property, plant and equipment, net	5	3,773,213	3,425,574
Intangible assets	6	847,198	830,489
Goodwill	6	13,666,446	13,032,750
Deferred taxes	16	202,838	188,833
Investment in equity method investees	22	679,242	644,709
Other assets		451,050	474,452
▶ **TOTAL ASSETS**		**26,933,942**	**25,365,254**

See accompanying notes to consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

T. 4.3

in $ THOUS, except share and per share data, December 31

Liabilities and shareholders' equity	Note	2016	2015
Current liabilities			
Accounts payable		606,694	627,828
Accounts payable to related parties	2	278,355	153,023
Accrued expenses and other current liabilities	7	2,653,185	2,503,137
Short-term debt	8	602,494	109,252
Short-term debt from related parties	8	3,162	19,052
Current portion of long-term debt and capital lease obligations	9	763,398	664,335
Income tax payable		130,009	72,819
▶ **TOTAL CURRENT LIABILITIES**		**5,037,297**	**4,149,446**
Long-term debt and capital lease obligations, less current portion	9	7,202,545	7,853,487
Other liabilities		658,842	465,625
Pension liabilities	10	540,267	585,328
Income tax payable		124,576	162,500
Deferred taxes	16	672,267	624,500
▶ **TOTAL LIABILITIES**		**14,235,794**	**13,840,886**
Noncontrolling interests subject to put provisions and other temporary equity	11	1,241,088	1,028,368
Shareholders' equity			
Ordinary shares, no par value, €1.00 nominal value, 385,913,972 shares authorized, 307,221,791 issued and 306,221,840 outstanding	12	379,585	387,162
Treasury stock, at cost	12	(66,895)	(505,014)
Additional paid-in capital	12	2,977,972	3,470,308
Retained earnings	12	8,837,072	7,870,981
Accumulated other comprehensive (loss) income	20	(1,319,012)	(1,336,295)
▶ **TOTAL FMC AG & CO. KGAA SHAREHOLDERS' EQUITY**		**10,808,722**	**9,887,142**
Noncontrolling interests not subject to put provisions		648,338	608,858
▶ **TOTAL EQUITY**		**11,457,060**	**10,496,000**
▶ **TOTAL LIABILITIES AND EQUITY**		**26,933,942**	**25,365,254**

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

CONSOLIDATED STATEMENTS OF CASH FLOWS T. 4.4

in $ THOUS

	Note	2016	2015
Operating activities			
Net income		1,548,851	1,313,149
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	5, 6, 22	775,945	717,322
Change in deferred taxes, net		(5,628)	(45,452)
(Gain) loss on sale of fixed assets and investments		(2,317)	(2,318)
Compensation expense related to stock options	15	30,176	12,323
Investments in equity method investees, net		(58,608)	(17,776)
Changes in assets and liabilities, net of amounts from businesses acquired:			
Trade accounts receivable, net		(242,289)	(330,960)
Inventories		(66,668)	(301,009)
Prepaid expenses, other current and non-current assets		53,751	47,997
Accounts receivable from related parties		(79,445)	(300)
Accounts payable to related parties		133,653	27,208
Accounts payable, accrued expenses and other current and non-current liabilities		45,729	548,955
Income tax payable		6,732	(9,092)
▸ **NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES**		**2,139,882**	**1,960,047**

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

T. 4.4

in $ THOUS

	Note	2016	2015
Investing activities			
Purchases of property, plant and equipment	22	(1,029,992)	(952,943)
Proceeds from sale of property, plant and equipment		17,662	17,408
Acquisitions and investments, net of cash acquired, and purchases of intangible assets	21, 22	(577,581)	(316,810)
Proceeds from divestitures		210,584	251,660
▶ **NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES**		**(1,379,327)**	**(1,000,685)**
Financing activities			
Proceeds from short-term debt		891,266	287,526
Repayments of short-term debt		(379,119)	(313,872)
Proceeds from short-term debt from related parties		137,588	58,804
Repayments of short-term debt from related parties		(153,638)	(44,270)
Proceeds from long-term debt and capital lease obligations		2,292	6,035
Repayments of long-term debt and capital lease obligations		(732,874)	(324,855)
Increase (decrease) of accounts receivable securitization program		124,000	(290,750)
Proceeds from exercise of stock options, net		49,065	94,166
Dividends paid	12	(277,176)	(263,244)
Distributions to noncontrolling interests		(325,762)	(284,474)
Contributions from noncontrolling interests		79,597	67,395
▶ **NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES**		**(584,761)**	**(1,007,539)**
▶ **EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS**		**21,939**	**(36,178)**
Cash and cash equivalents			
Net increase (decrease) in cash and cash equivalents		197,733	(84,355)
Cash and cash equivalents at beginning of period		549,500	633,855
▶ **CASH AND CASH EQUIVALENTS AT END OF PERIOD**		**747,233**	**549,500**

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY — T. 4.5

in $ THOUS, except share data

		Ordinary shares		Treasury stock	
	Note	Number of shares	No par value	Number of shares	Amount
▸ BALANCE AT DECEMBER 31, 2014		**311,104,251**	**385,215**	**(7,548,951)**	**(505,014)**
Proceeds from exercise of options and related tax effects	15	1,758,820	1,947	–	–
Compensation expense related to stock options	15	–	–	–	–
Vested subsidiary stock incentive plans	12	–	–	–	–
Dividends paid	12	–	–	–	–
Purchase/sale of noncontrolling interests		–	–	–	–
Contributions from/to noncontrolling interests		–	–	–	–
Expiration of put provisions and other reclassifications	11	–	–	–	–
Changes in fair value of noncontrolling interests subject to put provisions	11	–	–	–	–
Net income		–	–	–	–
Other comprehensive income (loss)	20	–	–	–	–
Comprehensive income		–	–	–	–
▸ BALANCE AT DECEMBER 31, 2015		**312,863,071**	**387,162**	**(7,548,951)**	**(505,014)**
Proceeds from exercise of options and related tax effects	15	907,720	1,014	–	–
Compensation expense related to stock options	15	–	–	–	–
Vested subsidiary stock incentive plans	12	–	–	–	–
Withdrawal of treasury stock	12	(6,549,000)	(8,591)	6,549,000	438,119
Dividends paid	12	–	–	–	–
Purchase/sale of noncontrolling interests		–	–	–	–
Contributions from/to noncontrolling interests		–	–	–	–
Expiration of put provisions and other reclassifications	11	–	–	–	–
Changes in fair value of noncontrolling interests subject to put provisions	11	–	–	–	–
Net income		–	–	–	–
Other comprehensive income (loss)	20	–	–	–	–
Comprehensive income		–	–	–	–
▸ BALANCE AT DECEMBER 31, 2016		**307,221,791**	**379,585**	**(999,951)**	**(66,895)**

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

T. 4.5

in $ THOUS, except share data

	Note	Additional paid in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total FMC AG & Co. KGaA shareholders' equity	Noncontrolling interests not subject to put provisions	Total
BALANCE AT DECEMBER 31, 2014		**3,546,075**	**7,104,780**	**(1,087,743)**	**9,443,313**	**585,058**	**10,028,371**
Proceeds from exercise of options and related tax effects	15	87,065	–	–	89,012	–	89,012
Compensation expense related to stock options	15	12,323	–	–	12,323	–	12,323
Vested subsidiary stock incentive plans	12	(4,613)	–	–	(4,613)	–	(4,613)
Dividends paid	12	–	(263,244)	–	(263,244)	–	(263,244)
Purchase/sale of noncontrolling interests		7,461	–	–	7,461	7,169	14,630
Contributions from/to noncontrolling interests		–	–	–	–	(100,852)	(100,852)
Expiration of put provisions and other reclassifications	11	–	–	–	–	(5,206)	(5,206)
Changes in fair value of noncontrolling interests subject to put provisions	11	(178,003)	–	–	(178,003)	–	(178,003)
Net income		–	1,029,445	–	1,029,445	124,577	1,154,022
Other comprehensive income (loss)	20	–	–	(248,552)	(248,552)	(1,888)	(250,440)
Comprehensive income		–	–	–	780,893	122,689	903,582
BALANCE AT DECEMBER 31, 2015		**3,470,308**	**7,870,981**	**(1,336,295)**	**9,887,142**	**608,858**	**10,496,000**
Proceeds from exercise of options and related tax effects	15	49,307	–	–	50,321	–	50,321
Compensation expense related to stock options	15	30,176	–	–	30,176	–	30,176
Vested subsidiary stock incentive plans	12	(2,967)	–	–	(2,967)	–	(2,967)
Withdrawal of treasury stock	12	(429,528)	–	–	–	–	–
Dividends paid	12	–	(277,176)	–	(277,176)	–	(277,176)
Purchase/sale of noncontrolling interests		(1,212)	–	–	(1,212)	13,105	11,893
Contributions from/to noncontrolling interests		–	–	–	–	(107,354)	(107,354)
Expiration of put provisions and other reclassifications	11	–	–	–	–	9,756	9,756
Changes in fair value of noncontrolling interests subject to put provisions	11	(138,112)	–	–	(138,112)	–	(138,112)
Net income		–	1,243,267	–	1,243,267	123,482	1,366,749
Other comprehensive income (loss)	20	–	–	17,283	17,283	491	17,774
Comprehensive income		–	–	–	1,260,550	123,973	1,384,523
BALANCE AT DECEMBER 31, 2016		**2,977,972**	**8,837,072**	**(1,319,012)**	**10,808,722**	**648,338**	**11,457,060**

See accompanying notes to consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Unless otherwise noted, numbers are stated in thousands, except share data.

1. The Company and basis of presentation

The Company

Fresenius Medical Care AG & Co. KGaA (FMC AG & CO. KGAA or the Company), a German partnership limited by shares (Kommanditgesellschaft auf Aktien), is the world's largest kidney dialysis company, based on publicly reported sales and number of patients treated. The Company provides dialysis treatment and related dialysis care services to persons who suffer from end-stage renal disease (ESRD), as well as other health care services. The Company provides dialysis products for the treatment of ESRD, including products manufactured and distributed by the Company such as hemodialysis machines, peritoneal cyclers, dialyzers, peritoneal solutions, hemodialysis concentrates, solutions and granulates, bloodlines, renal pharmaceuticals and systems for water treatment. The Company supplies dialysis clinics it owns, operates or manages with a broad range of products and also sells dialysis products to other dialysis service providers. The Company describes its other health care services as "Care Coordination". Care Coordination currently includes the coordinated delivery of pharmacy services, vascular, cardiovascular and endovascular specialty services, non-dialysis laboratory testing services, physician services, hospitalist and intensivist services, health plan services, ambulatory surgery center services and urgent care services, which, together with dialysis care services represent the Company's Health Care Services.

In these notes, "FMC AG & CO. KGAA", or the "Company", "we", "us" or "our" refers to the Company or the Company and its subsidiaries on a consolidated basis, as the context requires. "Fresenius SE" and "Fresenius SE & Co. KGaA" refer to Fresenius SE & Co. KGaA, a German partnership limited by shares resulting from the change of legal form of Fresenius SE (effective as of January 2011), a European Company (Societas Europaea) previously called Fresenius AG, a German stock corporation. "Management AG" and the "General Partner" refer to Fresenius Medical Care Management AG which is FMC AG & CO. KGAA's general partner and is wholly owned by Fresenius SE. "Management Board" refers to the members of the management board of Management AG and, except as otherwise specified, "Supervisory Board" refers to the supervisory board of FMC AG & CO. KGAA. "Ordinary shares" refers to the ordinary shares prior to the conversion in 2013 of the Company's preference shares into ordinary shares. Following the conversion, the Company refers to their ordinary shares as "shares", see note 12. The term "North America segment" refers to the North America operating segment; the term "EMEA segment" refers to the Europe, Middle East and Africa operating segment, the term "Asia-Pacific segment" refers to the Asia-Pacific operating segment, and the term "Latin America segment" refers to the Latin America operating segment. For further discussion of the Company's operating segments, see note 22.

Basis of presentation

The accompanying consolidated financial statements have been prepared in accordance with the United States' generally accepted accounting principles (U.S. GAAP).

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Such financial statements reflect all adjustments that, in the opinion of management, are necessary for a fair presentation of the results of the periods presented. All such adjustments are of a normal recurring nature.

Summary of significant accounting policies

a) Principles of consolidation

The consolidated financial statements include the earnings of all companies in which the Company has legal or effective control. This includes variable interest entities (VIES) for which the Company is deemed the primary beneficiary. The Company also consolidates certain clinics that it manages and financially controls. Noncontrolling interests represent the proportionate equity interests in the Company's consolidated entities that are not wholly owned by the Company. Noncontrolling interests of acquired entities are valued at fair value. The equity method of accounting is used for investments in associated companies over which the Company has significant exercisable influence, even when the Company holds 50% or less of the common stock of the entity. All significant intercompany transactions and balances have been eliminated.

The Company has entered into various arrangements with certain legal entities whereby the entities' equity holders lack the power to direct the activities that most significantly impact the entities' performance, and the obligation to absorb expected losses and receive expected residual returns of the legal entities. In these arrangements, the entities are VIES in which the Company has been determined to be the primary beneficiary and which therefore have been fully consolidated. During 2016, as a result of the changes arising from the Financial Accounting Standards Board's (FASB) Accounting Standards Update 2015-02 (ASU 2015-02), the Company has reassessed all of its arrangements with joint ventures and other partners. With the adoption of ASU 2015-02, the Company has presented the VIE data below on a retrospective basis which is applied using the VIE entities in place as of December 31, 2016 for 2015 utilizing a pro forma presentation to ensure comparability. For further information on the Company's adoption of ASU 2015-02, see 1t) below. In the North America segment, 111 formerly consolidated VIES do not follow the variable interest entity guidance any longer, but are consolidated through contractual management agreements. In 2016, 26 VIES are now consolidated because of newly entered arrangements as well as one entity ceased to be a VIE because the arrangement was dissolved. In the EMEA segment, one VIE was liquidated. The Company has provided some or all of the following services to VIES: management, financing or product supply. Consolidated VIES generated approximately $251,594 and $246,983 in revenue in 2016 and 2015, respectively. At December 31, 2016 and 2015 the Company provided funding to VIES through loans and accounts receivable of $188,299 and $196,199, respectively.

The table below shows the carrying amounts of the assets and liabilities of VIES at December 31, 2016 and 2015:

CARRYING AMOUNTS VIES T. 4.6

in $ THOUS

	2016	2015
Trade accounts receivable, net	80,080	97,326
Other current assets	85,948	80,596
Property, plant and equipment, intangible assets & other non-current assets	57,306	60,155
Goodwill	31,931	31,995
Accounts payable, accrued expenses and other liabilities	191,223	204,126
Non-current loans from related parties	54,301	41,151
Equity	9,741	24,795

b) Cash and cash equivalents

Cash and cash equivalents comprise cash funds and all short-term, liquid investments with original maturities of up to three months.

c) Inventories

Inventories are stated at the lower of cost (determined by using the average or first-in, first-out method) or net realizable value see note 3. Costs included in inventories are based on invoiced costs and/or production costs or the marked to market valuation, as applicable. Included in production costs are material, direct labor and production overhead, including depreciation charges.

d) Property, plant and equipment

Property, plant, and equipment are stated at cost less accumulated depreciation see note 5. Significant improvements are capitalized; repairs and maintenance costs that do not extend the useful lives of the assets are charged to expense as incurred. Property and equipment under capital leases are stated at the present value of future minimum lease payments at the inception of the lease, less accumulated depreciation. Depreciation on property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the assets ranging from 4 to 50 years for buildings and improvements with a weighted average life of 13 years and 3 to 19 years for machinery and equipment with a weighted average life of 10 years. Equipment held under capital leases and leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset. Internal use platform software that is integral to the computer equipment it supports is included in property, plant and equipment. The Company capitalizes interest on borrowed funds during construction periods. Interest capitalized during 2016 and 2015 was $4,954 and $6,082, respectively.

e) Intangible assets and goodwill

Intangible assets such as non-compete agreements, technology, distribution rights, patents, licenses to treat, licenses to manufacture, distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses, trade names, management contracts, application software, acute care agreements, customer relationships and lease agreements are recognized and reported apart from goodwill see note 6. Patient relationships however are not reported as separate intangible assets due to the missing contractual basis but are part of goodwill.

Goodwill and identifiable intangibles with indefinite useful lives are not amortized but tested for impairment annually or when an event becomes known that could trigger an impairment. The Company identified trade names and certain qualified management contracts as intangible assets with indefinite useful lives because, based on an analysis of all of the relevant factors, there is no foreseeable limit to the period over which those assets are expected to generate net cash inflows for the Company. Intangible assets with finite useful lives are amortized over their respective useful lives to their residual values. The Company amortizes non-compete agreements over their useful life which on average is 6 years. Technology is amortized over its useful life of 15 years. Licenses to manufacture, distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses are amortized over their useful life which on average is 10 years. Customer relationships are amortized over their useful life of 10 years. All other intangible assets are amortized over their weighted average useful lives of 7 years. The weighted average useful life of all amortizable intangible assets is 8 years. Intangible assets with finite useful lives are evaluated for impairment when events have occurred that may give rise to an impairment.

To perform the annual impairment test of goodwill, the Company identified its reporting units and determined their carrying value by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those reporting units. The reporting units are the North America segment, EMEA segment, Asia-Pacific segment and the Latin America segment. For the purpose of goodwill impairment testing, all corporate assets and liabilities are allocated to the reporting units.

In a first step, the Company compares the fair value of a reporting unit to its carrying amount. Fair value is determined using estimated future cash flows for the unit discounted by an after-tax weighted average cost of capital (WACC) specific to that reporting unit. Estimating the future cash flows involves significant assumptions, especially regarding future reimbursement rates and sales prices, number of treatments, sales volumes and costs. In determining discounted cash flows, the Company utilizes for every reporting unit, its three-year budget, projections for years for to ten and a representative growth rate for all remaining years. Projections for up to ten years are possible due to the stability of the Company's business which, results from the non-discretionary nature of the Health Care Services the Company provides, the need for products utilized to provide such services and the availability of government reimbursement for a substantial portion of our services. The reporting units' average revenue growth for the ten year planning period is within a mid single-digit range for the North America segment, EMEA segment and the Latin America segment, whereas for the Asia-Pacific segment the average revenue growth is in the high single-digits. A substantial portion of the Company's profit is generated in the North America segment. The Company expects a stable operating income margin with a higher margin in dialysis business compensating a lower margin in Care Coordination. The reporting units' respective expected growth rates for the period beyond ten years are: North America segment 1%, EMEA segment 0%, Asia-Pacific segment 4% and Latin America segment 3.5%. The discount factor is determined by the WACC of the respective reporting unit. The Company's WACC consisted of a basic rate of 5.14% for 2016. The basic rate is then adjusted by a country-specific risk rate and, if appropriate, by a factor to reflect higher risks associated with the cash flows from recent material acquisitions, until they are appropriately integrated, within each reporting unit. In 2016, WACCs for the reporting units ranged from 5.12% to 15.88%.

In the case that the fair value of the reporting unit is less than its carrying value, a second step would be performed which compares the implied fair value of the reporting unit's goodwill to the carrying value of its goodwill. If the fair value of the goodwill is less than the carrying value, the difference is recorded as an impairment.

To evaluate the recoverability of intangible assets with indefinite useful lives, the Company compares the fair values of intangible assets with their carrying values. An intangible asset's fair value is determined using a discounted cash flow approach or other methods, if appropriate.

f) Derivative financial instruments

Derivative financial instruments, which primarily include foreign currency forward contracts and interest rate swaps, are recognized as assets or liabilities at fair value in the balance sheet see note 19. From time to time, the Company may enter into other types of derivative instruments which are dealt with on a transaction by transaction basis. Changes in the fair value of derivative financial instruments classified as fair value hedges and in the corresponding underlying assets and liabilities are recognized periodically in earnings, while the effective portion of changes in fair value of derivative financial instruments classified as cash flow hedges is recognized in accumulated other comprehensive income (loss) (AOCI) in shareholders' equity. The ineffective portion is recognized in current net earnings. The change in fair value of derivatives that do not qualify for hedge accounting are recorded in the income statement and usually offset the changes in value recorded in the income statement for the underlying asset or liability.

g) Foreign currency translation

For purposes of these consolidated financial statements, the U.S. dollar is the reporting currency. Substantially all assets and liabilities of the parent company and all non-U.S. subsidiaries are translated at year-end exchange rates, while revenues and expenses are translated at average exchange rates. Adjustments for foreign currency translation fluctuations are excluded from net earnings and are reported in AOCI. In addition, the translation adjustments of certain intercompany borrowings, which are of a long-term nature, are reported in AOCI.

h) Revenue recognition and allowance for doubtful accounts

Revenue recognition

Health Care revenues, other than the hospitalist revenues discussed below, are recognized on the date the patient receives treatment and includes amounts related to certain services, products and supplies utilized in providing such treatment. The patient is obligated to pay for health care services at amounts estimated to be receivable based upon the Company's standard rates or at rates determined under reimbursement arrangements. In the U.S., these arrangements are generally with third party payors, such as Medicare, Medicaid or commercial insurers. Outside the U.S., the reimbursement is usually made through national or local government programs with reimbursement rates established by statute or regulation.

Dialysis product revenues are recognized upon transfer of title to the customer, either at the time of shipment, upon receipt or upon any other terms that clearly define passage of title. Product revenues are normally based upon pre-determined rates that are established by contractual arrangement.

For both, Health Care revenues and Dialysis Product revenues, patients, third party payors and customers are billed at our standard rates net of contractual allowances, discounts or rebates to reflect the estimated amounts to be receivable from these payors.

In the U.S., hospitalist revenues are reported at the estimated net realizable amount from third-party payors, client hospitals, and others at the time services are provided. Third-party payors include federal and state agencies (under the Medicare and Medicaid programs), managed care health plans, and commercial insurance companies. Inpatient acute care services rendered to Medicare and Medicaid program beneficiaries are paid according to a fee-for-service schedule. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Inpatient acute services generated through payment arrangements with managed care health plans and commercial insurance companies are recorded on an accrual basis in the period in which services are provided at established rates. Contractual adjustments and bad debts are recorded as deductions from gross revenue to determine net revenue. In addition to the net patient service revenue described below, the Company receives subsidies from hospitals to provide hospitalist services.

For services performed for patients where the collection of the billed amount or a portion of the billed amount cannot be determined at the time services are performed, health care entities must record the difference between the receivable recorded and the amount estimated to be collectible as a provision with the expense presented as a reduction of Health Care revenue. The provision includes such items as amounts due from patients without adequate insurance coverage and patient co-payment and deductible amounts due from patients with health care coverage. The Company determines the provision primarily on past collection history and reports it as "patient service bad debt provision" on the consolidated statements of income.

A portion of product revenues outside the North America segment is generated from arrangements which give the customer, typically a healthcare provider, the right to use dialysis machines. In the same contract the customer agrees to purchase the related treatment disposables at a price marked up from the standard price list. If the right to use the machine is conveyed through an operating lease, FMC AG & CO. KGAA does not recognize revenue upon delivery of the dialysis machine but recognizes revenue on the sale of disposables with revenue for the use of dialysis machines recognized over the term of the lease contract. If the lease of the machines is a sales type lease, ownership of the dialysis machine is transferred to the user upon installation of the dialysis machine at the customer site. In this type of contract, revenue is recognized in accordance with the accounting principles for sales type leases.

Any tax assessed by a governmental authority that is incurred as a result of a revenue transaction (e. g. sales tax) is excluded from revenues and the related revenue is reported on a net basis.

Allowance for doubtful accounts

In the North America segment for receivables generated from Health Care Services, the accounting for the allowance for doubtful accounts is based on an analysis of collection experience and recognizing the differences between payors. The Company also performs an aging of accounts receivable which enables the review of each customer and their payment pattern. From time to time, accounts receivable are reviewed for changes from the historic collection experience to ensure the appropriateness of the allowances.

The allowance for doubtful accounts in the EMEA segment, the Asia-Pacific segment, the Latin America segment and the Dialysis Products business in the North America segment is an estimate comprised of customer specific evaluations regarding their payment history, current financial stability, and applicable country specific risks for receivables that are overdue more than one year. The changes in the allowance for these receivables are recorded in selling, general and administrative as an expense.

When all efforts to collect a receivable, including the use of outside sources where required and allowed, have been exhausted, and after appropriate management review, a receivable deemed to be uncollectible is considered a bad debt and written off.

i) Research and development expenses

Research and development expenses are expensed as incurred.

j) Income taxes

Current taxes are calculated based on the profit (loss) of the fiscal year and in accordance with local tax rules of the respective tax jurisdictions. Expected and executed additional tax payments and tax refunds for prior years are also taken into account. Benefits from income tax positions have been recognized only when it was more likely than not that the Company would be entitled to the economic benefits of the tax positions. The more-likely-than-not threshold has been determined based on the technical merits that the position will be sustained upon examination. If a tax position meets the more-likely-than-not recognition threshold, management estimates the largest amount of tax benefit that is more than fifty percent likely to be realized upon settlement with a taxing authority, which becomes the amount of benefit recognized. If a tax position is not considered more likely than not to be sustained based solely on its technical merits, no benefits are recognized.

The Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis, tax credits and tax loss carryforwards. Deferred tax assets and liabilities are measured using the respective countries enacted tax rates to be applied to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is recorded to reduce the carrying amount of the deferred tax assets to the amount more likely than not to be realized see note 16.

It is the Company's policy that assets for uncertain tax positions are recognized to the extent it is more likely than not the tax will be recovered. It is also the Company's policy to recognize interest and penalties related to its income tax positions as income tax expense.

k) Impairment

The Company reviews the carrying value of its long-lived assets or asset groups with definite useful lives to be held and used for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying value of an asset to the future net cash flows directly associated with the asset. If assets are considered to be impaired, the impairment recognized is the amount by which the carrying value exceeds the fair value of the asset. The Company uses a discounted cash flow approach or other methods, if appropriate, to assess fair value.

Long-lived assets to be disposed of by sale are reported at the lower of carrying value or fair value less cost to sell and depreciation is ceased. Long-lived assets to be disposed of other than by sale are considered to be held and used until disposal.

For the Company's policy related to goodwill impairment see 1e.

l) Debt issuance costs

Debt issuance costs related to a recognized debt liability are presented on the balance sheet as a direct deduction from the carrying amount of that debt liability. These costs are amortized over the term of the related obligation see note 9.

m) Self-insurance programs

Under the Company's insurance programs for professional, product and general liability, auto liability and worker's compensation claims and medical malpractice claims, the Company's largest subsidiary is partially self-insured for professional liability claims. For all other coverage, the Company assumes responsibility for incurred claims up to predetermined amounts above which third party insurance applies. Reported liabilities for the year represent estimated future payments of the anticipated expense for claims incurred (both reported and incurred but not reported) based on historical experience and existing claim activity. This experience includes both the rate of claims incidence (number) and claim severity (cost) and is combined with individual claim expectations to estimate the reported amounts.

n) Concentration of risk

The Company is engaged in the manufacture and sale of products for all forms of kidney dialysis, principally to healthcare providers throughout the world, and in providing kidney dialysis treatment. The Company also provides additional health care services under Care Coordination. The Company performs ongoing evaluations of its customers' financial condition and, generally, requires no collateral.

Revenues which were earned and subject to regulations under Medicare and Medicaid, governmental healthcare programs administered by the United States government, were approximately 32% in 2016 and 2015 of the Company's worldwide revenues.

No single debtor other than U.S. Medicare and Medicaid accounted for more than 5% of total trade accounts receivable in any of these years. Trade accounts receivable outside the North America segment are, for a large part, due from government or government-sponsored organizations that are established in the various countries within which the Company operates. Amounts pending approval from third party payors represent less than 3% at December 31, 2016.

See note 3 for discussion of suppliers with long-term purchase commitments.

o) Legal contingencies

From time to time, during the ordinary course of the Company's operations, the Company is party to litigation and arbitration and is subject to investigations relating to various aspects of its business see note 18. The Company regularly analyzes current information about such claims for probable losses and provides accruals for such matters, including the estimated legal expenses and consulting services in connection with these matters, as appropriate. The Company utilizes its internal legal department as well as external resources for these assessments. In making the decision regarding the need for loss accrual, the Company considers the degree of probability of an unfavorable outcome and its ability to make a reasonable estimate of the amount of loss.

The filing of a suit or formal assertion of a claim or assessment, or the disclosure of any such suit or assertion, does not necessarily indicate that accrual of a loss is appropriate.

p) Earnings per share

Basic earnings per share is calculated by dividing net income attributable to shareholders by the weighted average number of shares outstanding during the year. Diluted earnings per share include the effect of all potentially dilutive instruments on shares that would have been outstanding during the years presented had the dilutive instruments been issued.

Equity-settled awards granted under the Company's stock incentive plans see note 15 are potentially dilutive equity instruments.

q) Treasury stock

The Company may, from time to time, acquire its own shares (treasury stock) as approved by its shareholders. The acquisition, sale or retirement of its treasury stock is recorded separately in equity. For the calculation of basic earnings per share, treasury stock is not considered outstanding and is therefore deducted from the number of shares outstanding with the value of such treasury stock shown as a reduction of the Company's equity.

r) Employee benefit plans

For the Company's funded benefit plans, the defined benefit obligation is offset against the fair value of plan assets (funded status). A pension liability is recognized in the consolidated balance sheets if the defined benefit obligation exceeds the fair value of plan assets. A pension asset is recognized (and reported under "Other assets and notes receivables" in the consolidated balance sheets) if the fair value of plan assets exceeds the defined benefit obligation and if the Company has a right of reimbursement against the fund or a right to reduce future payments to the fund. Changes in the funded status of a plan resulting from actuarial gains or losses and prior service costs or credits that are not recognized as components of the net periodic benefit cost are recognized through accumulated other comprehensive income, net of tax, in the year in which they occur. Actuarial gains or losses and prior service costs are subsequently recognized as components of net periodic benefit cost when realized. The Company uses December 31 as the measurement date when measuring the funded status of all plans.

s) Share-based plans

The grant date fair value of stock options and convertible equity instruments that are settled by delivering equity-instruments granted to the Management Board and executive employees of the group entities by FMC AG & CO. KGAA is measured using the binominal option pricing model and recognized as expense over the vesting period of the stock option plans. For certain exceptions a shorter vesting period may apply after which the stock options will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled phantom stocks granted to the Management Board and executive employees of the Company is calculated using the binominal option pricing model. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the phantom stock plans. For certain exceptions a shorter vesting period may apply after which the phantom stocks will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled performance shares granted to the Management Board and executive employees of the Company is calculated using the Monte Carlo pricing model. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the performance share plan. For certain exceptions a shorter vesting period may apply after which the performance shares will not forfeit in any way. In such cases the vesting period is shortened accordingly.

Two of the Company's subsidiaries are authorized to issue Incentive Units see note 15. The balance sheet date fair value of the awards under the subsidiary stock incentive plans, whereby Incentive Units are issued by certain of the Company's subsidiaries, is calculated using the Monte Carlo pricing model. The corresponding liability is accrued over the vesting period of the Incentive Units.

t) Recent pronouncements

Recently implemented accounting pronouncements

On February 18, 2015, FASB issued ASU 2015-02, Consolidation (Topic 810): Amendments to the Consolidation Analysis, which focuses on clarifying guidance related to the evaluation of various types of legal entities such as limited partnerships, limited liability corporations and certain security transactions for consolidation. The update is effective for fiscal years beginning after December 15, 2015, and for interim periods within fiscal years beginning after December 15, 2015. The Company has implemented ASU 2015-02 on a retrospective basis which is applied using the VIE entities in place as of December 31, 2016 for 2015 utilizing a pro forma presentation to ensure comparability. These types of legal entities are predominantly utilized in the U.S. The consolidation disclosures in "a) principles of consolidation" above were amended in relation to this ASU.

On November 20, 2015, FASB issued Accounting Standards Update 2015-17 (ASU 2015-17) Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes, which focuses on reducing the complexity of classifying deferred taxes on the balance sheet. ASU 2015-17 eliminates the current requirement for organizations to present deferred tax liabilities and assets as current and non-current in a classified balance sheet and requires the classification of all deferred tax assets and liabilities as non-current. The update is effective for fiscal years and interim periods within those years beginning after December 15, 2016. The Company adopted this ASU as of March 31, 2016. In accordance with ASU 2015-17, deferred taxes recorded as of December 31, 2015 within current assets and liabilities have been reclassified to non-current assets and liabilities in the amount of $216,127 and $36,399, respectively. As a result of deferred tax netting, non-current assets and liabilities were then adjusted in the amount of $168,232.

The Company has prepared its consolidated financial statements in accordance with U.S. GAAP for the periods presented in these notes. The discussion below regarding accounting standards not yet adopted does not apply beyond the fiscal year 2016. Starting on January 1, 2017, the Company will prepare its consolidated financial statements in accordance with International Financial Reporting Standards.

Recent accounting pronouncements not yet adopted

On May 28, 2014, the FASB issued Accounting Standards Update 2014-09 (ASU 2014-09), Revenue from Contracts with Customers, Topic 606. Simultaneously, the IASB published its equivalent revenue standard, "IFRS 15", Revenue from Contracts with Customers. The standards are the result of a convergence project between FASB and the IASB. This update specifies how and when companies reporting under U.S. GAAP will recognize revenue as well as providing users of financial statements with more informative and relevant disclosures. ASU 2014-09 supersedes some guidance included in topic 605, Revenue Recognition, some guidance within the scope of Topic 360, Property, Plant, and Equipment, and some guidance within the scope of Topic 350, Intangibles – Goodwill and Other. This ASU applies to nearly all contracts with customers, unless those contracts are within the scope of other standards (for example, lease contracts or insurance contracts). With the issuance of Accounting Standards Update 2015-14 (ASU 2015-14), Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date on August 12, 2015, the effective date of ASU 2014-09 for public business entities, among others, was deferred from fiscal years and interim periods within those years beginning after December 15, 2016 to fiscal years and interim periods within those years beginning after December 15, 2017. Earlier adoption is permitted. There will be no impact from ASU 2014-09; however, the Company is currently evaluating the impact of IFRS 15, in conjunction with all amendments to the standard, on its consolidated financial statements. Based on the Company's evaluation, it expects differences to the current accounting mainly with regard to the calculation of the transaction price for Health Care Services provided. IFRS 15 requires the consideration of implicit price concessions when determining the transaction price. This will lead to a corresponding decrease of revenues from Health Care Services and thus will no longer be included in selling, general and administrative expenses as an allowance for doubtful accounts. The first analysis of this issue showed a decrease of revenue by approximately 2–3% without any effect on net income. A more detailed quantification of the impact of IFRS 15 is not yet possible. The Company is also evaluating accounting policy options and transition methods of IFRS 15.

On February 25, 2016, FASB issued Accounting Standards Update 2016-02 (ASU 2016-02) Leases (Subtopic 842). ASU 2016-02 is expected to increase transparency and comparability by recognizing lease assets and lease liabilities from lessees on the balance sheet and disclosing key information about leasing arrangements in the financial statements. The lessor accounting is largely unchanged. The updates are effective for fiscal years and interim periods within those years beginning after December 15, 2018. Early applications of the amendments in these updates are permitted. There will be no impact from ASU 2016-02; however, the IASB issued IFRS 16, Leases, which supersedes the current standard on lease-accounting, IAS 17, as well as the interpretations IFRIC 4, SIC-15 and SIC-27. The Company expects a balance sheet extension due to the "on balance sheet" recognition of right of use assets and liabilities for agreed lease payment obligations related to certain leased clinics and buildings which are currently classified as operating leases. Based on a first impact analysis as of December 31, 2015, using certain assumptions and simplifications, the Company expects a financial debt increase of approximately €4,000,000. Referring to the consolidated statement of income, the Company expects an EBITDA (earnings before interest, taxes, depreciation and amortization) as well as operating income improvement due to the separation of rent expenses in depreciation and interest expenses but without effect on the cash outflows. The Leverage Ratio (debt/EBITDA ratio – financial debt is compared to EBITDA adjusted for acquisitions made within the reporting period with a purchase price above a $50,000 threshold as defined in the Amended 2012 Credit Agreement (the Amended 2012 Credit Agreement see note 9) and non-cash charges) will increase by about 0.5. The impact on the Company will depend on the contract portfolio at the effective date, as well as the transition method. The Company expects to apply the modified retrospective method after review of the analysis performed. Currently, the Company is evaluating optional exceptions of IFRS 16.

On January 5, 2016, FASB issued Accounting Standards Update 2016-01 (ASU 2016-01) Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities. ASU 2016-01 focuses on improving the recognition and measurement of financial instruments to provide users of financial statements with more decision-useful information. ASU 2016-01 affects the accounting treatment and disclosures related to financial instruments and equity instruments. The update is effective for fiscal years and interim periods within those years beginning after December 15, 2017. Earlier adoption is generally not permitted. On June 16, 2016, FASB issued Accounting Standards Update 2016-13 (ASU 2016-13) Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. ASU 2016-13 amends guidance on reporting credit losses for assets held at amortized cost basis and available for sale financial assets. For Securities and Exchange Commission filers, these updates are effective for fiscal years and interim periods within those years beginning after December 15, 2019. Early adoption is permitted as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. There will be no impact from ASU 2016-01 or ASU 2016-13; however, in July 2014, the IASB issued a new version of IFRS 9, Financial Instruments. This IFRS 9 version is considered the final and complete version, which replaces IAS 39 upon application of IFRS 9. IFRS 9 includes all prior guidance on the classification and measurement of financial assets and financial liabilities as well as hedge accounting and introduces requirements for impairment of financial instruments as well as modified requirements for the measurement categories of financial assets. The Company concluded that IFRS 9 will not be adopted early and is currently evaluating the impact on its consolidated financial statements. In accordance with IAS 39, the majority of the non-derivative financial assets are measured at amortized costs. The analysis on the business model and the contractual cash flow characteristics of each instrument is still ongoing. The requirements on the classification and measurement of non-derivative financial liabilities have not significantly changed. The Company anticipates a limited impact on its consolidated financial statements. Derivatives not designated as hedging instruments will continue to be classified and measured at fair value through profit and loss. Further, the Company intends to implement the simplified method to determine the provisions for risks from trade accounts receivable, receivables from lease contracts and capitalized contract costs according to IFRS 15. A quantification of the impact is not yet possible. Based on currently available information, derivative financial instruments presently designated as hedging instruments are also qualified for hedge accounting according to the requirements of IFRS 9. The Company is also evaluating accounting policy choices and transition methods of IFRS 9.

2. Related party transactions

Fresenius SE is the Company's largest shareholder and owns 30.82% of the Company's outstanding shares, excluding treasury shares held by the Company, at December 31, 2016. The Company has entered into certain arrangements for services, leases and products with Fresenius SE or its subsidiaries and with certain of the Company's equity method investees as described in item a) below. The Company's terms related to the receivables or payables for these services, leases and products are generally consistent with the normal terms of the Company's ordinary course of business transactions with unrelated parties. Financing arrangements as described in item b) below have agreed upon terms which are determined at the time such financing transactions occur and reflect market rates at the time of the transaction. The relationship between the Company and its key management personnel who are considered to be related parties is described in item c) below. Our related party transactions are settled through Fresenius SE's cash management system where appropriate.

a) Service agreements, lease agreements and products

The Company is party to service agreements with Fresenius SE and certain of its affiliates (collectively, the Fresenius SE Companies) to receive services, including, but not limited to: administrative services, management information services, employee benefit administration, insurance, information technology services, tax services and treasury management services. The Company also provides central purchasing services to the Fresenius SE Companies. These related party agreements generally have a duration of 1–5 years and are renegotiated on an as needed basis when the agreement comes due. The Company provides administrative services to one of its equity method investees. In 2015, the Company also performed marketing and distribution services for certain of its equity method investees.

The Company is a party to real estate operating lease agreements with the Fresenius SE Companies, which mainly include leases for the Company's corporate headquarters in Bad Homburg, Germany and production sites in Schweinfurt and St. Wendel, Germany. The leases were re-negotiated and revised upon expiration at the end of 2016. These new lease agreements began on January 1, 2017 and expire on December 31, 2026. Certain of the office lease contracts are commercially agreed but pending formal approval by the supervisory board of Fresenius SE. The Company expects formal approval of these contracts to be granted in the first quarter of 2017 with an effective date of January 1, 2017. Based upon an appraisal, the rents under the leases represent fair market value for such properties. As of December 31, 2016 and 2015, future minimum rental payments under non-cancelable operating leases with Fresenius SE were \$18,022, including amounts pending formal approval above through September 2017, and \$24,224 as well as \$128,436 and \$16,215 with other Fresenius SE affiliates, respectively. These minimum rental payments are included within the amounts disclosed in note 17.

In addition to the above mentioned service and lease agreements, the Company sold products to the Fresenius SE Companies and made purchases from the Fresenius SE Companies and equity method investees. In addition, Fresenius Medical Care Holdings, Inc. (FMCH) purchases heparin supplied by Fresenius Kabi USA, Inc. (Kabi USA), through an independent group purchasing organization (GPO). Kabi USA is an indirect, wholly-owned subsidiary of Fresenius SE. The Company has no direct supply agreement with Kabi USA and does not submit purchase orders directly to Kabi USA. FMCH acquires heparin from Kabi USA, through the GPO contract, which was negotiated by the GPO at arm's length on behalf of all members of the GPO.

The Company entered into an agreement with a Fresenius SE company for the manufacturing of plasma collection devices. The Company agreed to produce 3,500 units which can be further increased to a maximum of 4,550 units, over the length of the five year contract. On January 1, 2015, this manufacturing business was sold to Kabi USA for \$9,327 for which a fairness opinion was obtained from a reputable global accounting firm. The disposal was accounted for as a transaction between parties under common control at the carrying amounts without the generation of profits.

In December 2010, the Company formed a renal pharmaceutical company with Galenica Ltd., named Vifor Fresenius Medical Care Renal Pharma Ltd. (VFMCRP), an equity method investee of which the Company owns 45%. The Company has entered into exclusive supply agreements to purchase certain pharmaceuticals from VFMCRP.

Below is a summary, including the Company's receivables from and payables to the indicated parties resulting from the above described transactions with related parties.

SERVICE AGREEMENTS, LEASE AGREEMENTS AND PRODUCTS T. 4.7

in $ THOUS

	2016		2015		December 31, 2016		December 31, 2015	
	Sales of goods and services	Purchases of goods and services	Sales of goods and services	Purchases of goods and services	Accounts receivables	Accounts payables	Accounts receivables	Accounts payables
Service agreements[1]								
Fresenius SE	431	22,381	254	20,262	139	54	422	3,185
Fresenius SE affiliates	3,068	82,003	8,162	75,900	867	3,011	2,104	4,079
Equity method investees	19,457	–	23,369	–	2,641	–	10,180	–
▶ **TOTAL**	**22,956**	**104,384**	**31,785**	**96,162**	**3,647**	**3,065**	**12,706**	**7,264**
Lease agreements								
Fresenius SE	–	10,488	–	9,621	–	–	–	–
Fresenius SE affiliates	–	15,183	–	14,660	–	–	–	–
▶ **TOTAL**	**–**	**25,671**	**–**	**24,281**	**–**	**–**	**–**	**–**
Products								
Fresenius SE	2	–	5	–	–	–	–	–
Fresenius SE affiliates	25,846	48,028	25,920	37,166	8,378	5,046	8,774	3,768
Equity method investees	–	410,927	–	275,340	–	58,322	–	8,253
▶ **TOTAL**	**25,848**	**458,955**	**25,925**	**312,506**	**8,378**	**63,368**	**8,774**	**12,021**

[1] *In addition to the above shown accounts payables accrued expenses for service agreements with related parties amounted to $3,541 and $596 at December 31, 2016 and 2015, respectively.*

b) Financing

The Company receives short-term financing from and provides short-term financing to Fresenius SE. The Company also utilizes Fresenius SE's cash management system for the settlement of certain intercompany receivables and payables with its subsidiaries and other related parties. As of December 31, 2016 and December 31, 2015, the Company had accounts receivables from Fresenius SE related to short-term financing in the amount of $208,589 and $131,252, respectively. As of December 31, 2016 and December 31, 2015, the Company had accounts payables to Fresenius SE related to short-term financing in the amount of $196,431 and $115,932, respectively. The interest rates for these cash management arrangements are set on a daily basis and are based on the then-prevailing overnight reference rate for the respective currencies.

On August 19, 2009, the Company borrowed €1,500 ($1,581 at December 31, 2016 and $1,633 at December 31, 2015) from the General Partner on an unsecured basis at 1.335%. The loan repayment has been extended periodically and is currently due August 22, 2017 with an interest rate of 1.054%. On November 28, 2013, the Company borrowed an additional €1,500 ($1,581 at December 31, 2016 and $1,633 at December 31, 2015) with an interest rate of 1.875% from the General Partner. This loan is due on November 24, 2017 with an interest rate of 1.021%.

The Company provided unsecured term loans to one of its equity method investees during 2015 and 2016 in the amount of CHF 78,416 ($79,618 based upon the average exchange rate for the twelve months ended December 31, 2016). These loans were repaid in full during the first half of 2016. The loans were entered into in order to fund the 2015 sale of European marketing rights for certain renal pharmaceuticals to the same equity method investee as well as to finance the investee's payments for license and distribution agreements. These marketing rights were sold to this equity method investee in 2015 which resulted in a gain of approximately $11,137 after tax.

On June 12, 2014, the Company provided a one-year unsecured term loan to one of its equity method investees in the amount of $22,500 at an interest rate of 2.5366%. This loan was repaid in full on June 12, 2015.

At December 31, 2016 and December 31, 2015, a subsidiary of Fresenius SE held unsecured Senior notes issued by the Company in the amount of €8,300 and €8,300 ($8,749 at December 31, 2016 and $9,036 at December 31, 2015), respectively. The senior notes were issued in 2011 and 2012, mature in 2021 and 2019, respectively, and each has a coupon rate of 5.25% with interest payable semiannually. For further information on these senior notes see note 9.

On December 31, 2016 the Company provided a cash advance to Fresenius SE in the amount of €36,245 ($38,206 at December 31, 2016) on an unsecured basis at an interest rate of 0.771% which was repaid on January 2, 2017. On December 31, 2015 the Company borrowed from Fresenius SE in the amount of €14,500 ($15,786 at December 31, 2015) at an interest rate of 0.970%. For further information on these loan agreements see note 8.

c) Key management personnel

Due to the legal form of a German partnership limited by shares, the General Partner holds a key management position within the Company. In addition, as key management personnel, members of the Management Board and the Supervisory Board, as well as their close relatives, are considered related parties.

The Company's Articles of Association provide that the General Partner shall be reimbursed for any and all expenses in connection with management of the Company's business, including remuneration of the members of the General Partner's supervisory board and the members of the Management Board. The aggregate amount reimbursed to the General Partner was $22,663 and $16,940, respectively, for its management services during 2016 and 2015 and included an annual fee of $133 and $133, respectively, as compensation for assuming liability as general partner. The annual fee is set at 4% of the amount of the General Partner's share capital (€3,000 as of December 31, 2016). As of December 31, 2016 and December 31, 2015, the Company had accounts receivable from the General Partner in the amount of $183 and $486, respectively. As of December 31, 2016 and December 31, 2015, the Company had accounts payable to the General Partner in the amount of $15,491 and $17,806, respectively.

The Chairman of the Company's Supervisory Board is also the Chairman of the supervisory board of Fresenius SE and of the general partner of Fresenius SE. He is also a member of the supervisory board of the Company's General Partner.

The Vice Chairman of the Company's Supervisory Board is a member of the supervisory board of the general partner of Fresenius SE and Vice Chairman of the supervisory board of the Company's General Partner. He is also Chairman of the Advisory Board of a charitable foundation that is the sole shareholder of the general partner of Fresenius SE. He is also a partner in a law firm which provided services to the Company and certain of its subsidiaries. The Company incurred expenses in the amount of $1,392 and $958 for these services during 2016 and 2015, respectively. Four of the six members of the Company's Supervisory Board, including the Chairman and Vice Chairman, are also members of the supervisory board of the Company's General Partner.

The Chairman of the supervisory board of the Company's General Partner is also the Chairman of the management board of the general partner of Fresenius SE, and the Chairman and Chief Executive Officer of the Management Board of the Company's General Partner is a member of the Management Board of the general partner of Fresenius SE.

3. Inventories

At December 31, 2016 and December 31, 2015, inventories consisted of the following:

INVENTORIES T. 4.8

in $ THOUS

	2016	2015
Finished goods	724,814	670,291
Health care supplies	381,908	395,342
Raw materials and purchased components	225,879	206,525
Work in process	77,233	68,593
TOTAL	**1,409,834**	**1,340,751**

Under the terms of certain unconditional purchase agreements, the Company is obligated to purchase approximately $442,024 of materials, of which $213,338 is committed at December 31, 2016 for 2017. The terms of these agreements run 1 to 5 years.

4. Prepaid expenses and other current assets

At December 31, 2016 and 2015, prepaid expenses and other current assets consisted of the following:

PREPAID EXPENSES AND OTHER CURRENT ASSETS T. 4.9

in $ THOUS

	2016	2015
Available for sale financial assets[1]	264,310	271,952
Insurance recoveries	220,000	220,000
Cost report receivable from Medicare and Medicaid	126,655	109,311
Payments on account	88,549	37,016
Other taxes receivable	79,833	69,684
Other deferred charges	68,648	63,210
Leases receivable	57,483	53,117
Prepaid rent	57,394	51,651
Income taxes receivable	54,959	131,396
Receivables for supplier rebates	50,168	48,625
Derivatives	41,913	27,021
Amounts due from managed locations	28,863	20,888
Prepaid insurance	17,491	21,848
Deposit/Guarantee/Security	15,913	15,276
Other	239,654	233,720
TOTAL PREPAID EXPENSES AND OTHER CURRENT ASSETS	**1,411,833**	**1,374,715**

[1] *The impact on the consolidated statements of income and the consolidated statements of shareholders' equity is not material.*

The item "Insurance recoveries" includes the recognized amount in relation to the NaturaLyte® and GranuFlo® agreement in principle, which partially offsets the accrued settlement amount recorded in note 7. For further information see note 18.

The item "Other" primarily includes loans to customers, receivables from employees and notes receivables.

5. Property, plant and equipment

At December 31, 2016 and 2015, property, plant and equipment consisted of the following:

ACQUISITION OR MANUFACTURING COSTS T. 4.10

in $ THOUS

	Jan. 1, 2016	Currency change	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Land	65,076	196	231	3,652	(302)	(293)	68,560
Buildings and improvements	2,758,018	(17,319)	14,772	181,850	276,449	(54,071)	3,159,699
Machinery and equipment	4,070,878	(66,081)	17,990	527,632	16,618	(187,484)	4,379,553
Machinery, equipment and rental equipment under capitalized leases	69,179	(166)	1,310	17,795	364	(403)	88,079
Construction in progress	445,431	257	1,080	312,185	(290,854)	(1,882)	466,217
▸ PROPERTY, PLANT AND EQUIPMENT	**7,408,582**	**(83,113)**	**35,383**	**1,043,114**	**2,275**	**(244,133)**	**8,162,108**

DEPRECIATION T. 4.11

in $ THOUS

	Jan. 1, 2016	Currency change	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Land	1,329	(12)	–	–	–	22	1,339
Buildings and improvements	1,529,982	(10,756)	4,729	223,885	2,570	(38,328)	1,712,082
Machinery and equipment	2,419,358	(40,380)	(4,698)	421,756	(119)	(163,641)	2,632,276
Machinery, equipment and rental equipment under capitalized leases	32,339	(454)	(59)	11,877	(132)	(373)	43,198
Construction in progress	–	–	–	–	–	–	–
▸ PROPERTY, PLANT AND EQUIPMENT	**3,983,008**	**(51,602)**	**(28)**	**657,518**	**2,319**	**(202,320)**	**4,388,895**

NET BOOK VALUE T. 4.12

in $ THOUS, December 31

	2016	2015
Land	67,221	63,747
Buildings and improvements	1,447,617	1,228,036
Machinery and equipment	1,747,277	1,651,520
Machinery, equipment and rental equipment under capitalized leases	44,881	36,840
Construction in progress	466,217	445,431
▸ PROPERTY, PLANT AND EQUIPMENT	**3,773,213**	**3,425,574**

Depreciation expense for property, plant and equipment amounted to $657,518 and $606,964 for the years ended December 31, 2016 and 2015, respectively.

Included in machinery and equipment at December 31, 2016 and 2015 were $670,258 and $628,140, respectively, of peritoneal dialysis cycler machines which the Company leases to customers with end-stage renal disease on a month-to-month basis and hemodialysis machines which the Company leases to physicians under operating leases.

Accumulated depreciation related to machinery, equipment and rental equipment under capital leases was $43,198 and $32,339 at December 31, 2016 and 2015, respectively.

6. Intangible assets and goodwill

At December 31, 2016 and 2015, the carrying value and accumulated amortization of intangible assets other than goodwill consisted of the following:

ACQUISITION COSTS T. 4.13

in $ THOUS

	Jan. 1, 2016	*Currency change*	*Changes in consolida-tion group*	*Additions*	*Reclassi-fications*	*Disposals*	***Dec. 31, 2016***
Amortizable intangible assets							
Non-compete agreements	346,186	(1,086)	18,901	–	–	(3,063)	360,938
Technology	106,510	(3,525)	73,908	–	–	–	176,893
Licenses and distribution agreements	193,280	(488)	588	3,404	293	(4,330)	192,747
Customer relationships	262,754	(1,188)	200	–	–	–	261,766
Construction in progress	23,333	(169)	1,826	11,522	(13,101)	(4,538)	18,873
Self-developed software	140,914	800	–	9,927	2,334	(149)	153,826
Other	357,065	(3,851)	19,589	9,419	11,927	(5,024)	389,125
▶ **TOTAL**	**1,430,042**	**(9,507)**	**115,012**	**34,272**	**1,453**	**(17,104)**	**1,554,168**
Non-amortizable intangible assets							
Tradename	240,655	37	–	–	–	–	240,692
Management contracts	7,016	51	–	–	(3,163)	(407)	3,497
▶ **TOTAL**	**247,671**	**88**	**–**	**–**	**(3,163)**	**(407)**	**244,189**
▶ **INTANGIBLE ASSETS**	**1,677,713**	**(9,419)**	**115,012**	**34,272**	**(1,710)**	**(17,511)**	**1,798,357**
▶ **GOODWILL**	**13,470,865**	**(18,875)**	**648,583**	**–**	**2,531**	**–**	**14,103,104**

AMORTIZATION

T. 4.14

in $ THOUS

	Jan. 1, 2016	Currency change	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Amortizable intangible assets							
Non-compete agreements	273,220	(426)	–	23,258	(12)	(3,060)	292,980
Technology	57,821	–	–	6,619	–	–	64,440
Licenses and distribution agreements	112,167	(611)	–	13,632	293	(4,329)	121,152
Customer relationships	35,347	(161)	–	27,137	587	–	62,910
Construction in progress	–	–	–	–	–	–	–
Self-developed software	72,797	(472)	–	16,427	(4)	(19)	88,729
Other	264,621	(2,868)	(58)	31,354	545	(3,897)	289,697
▶ **TOTAL**	**815,973**	**(4,538)**	**(58)**	**118,427**	**1,409**	**(11,305)**	**919,908**
Non-amortizable intangible assets							
Tradename	31,251	–	–	–	–	–	31,251
Management contracts	–	–	–	–	–	–	–
▶ **TOTAL**	**31,251**	**–**	**–**	**–**	**–**	**–**	**31,251**
▶ **INTANGIBLE ASSETS**	**847,224**	**(4,538)**	**(58)**	**118,427**	**1,409**	**(11,305)**	**951,159**
▶ **GOODWILL**	**438,115**	**(825)**	**–**	**–**	**(632)**	**–**	**436,658**

NET BOOK VALUE

T. 4.15

in $ THOUS, December 31

	2016	2015
Amortizable intangible assets		
Non-compete agreements	67,958	72,966
Technology	112,453	48,689
Licenses and distribution agreements	71,595	81,113
Customer relationships	198,856	227,407
Construction in progress	18,873	23,333
Self-developed software	65,097	68,117
Other	99,428	92,444
▶ **TOTAL**	**634,260**	**614,069**
Non-amortizable intangible assets		
Tradename	209,441	209,404
Management contracts	3,497	7,016
▶ **TOTAL**	**212,938**	**216,420**
▶ **INTANGIBLE ASSETS**	**847,198**	**830,489**
▶ **GOODWILL**	**13,666,446**	**13,032,750**

The amortization on intangible assets amounted to $118,427 and $110,359 for the years 2016 and 2015, respectively. The table shows the estimated amortization expense of these assets for the following five years.

ESTIMATED AMORTIZATION EXPENSE T. 4.16

in $ THOUS

	2017	2018	2019	2020	2021
Estimated amortization expense	117,315	111,578	109,232	101,705	98,582

Goodwill

Changes in the carrying amount of goodwill are mainly a result of acquisitions and the impact of foreign currency translations. The Company's acquisitions consisted primarily of the purchase of clinics in the normal course of operations in 2016 and 2015 as well as the purchase of a medical technology company focusing on the treatment of lung and cardiac failure in 2016 and the purchase of a distributor in the Asia-Pacific segment in 2015. The changes to goodwill in 2016 and 2015 are as follows:

GOODWILL T. 4.17

in $ THOUS

	North America segment	EMEA segment	Asia-Pacific segment	Latin America segment	Segment Total	Corporate	Total
▸ BALANCE AS OF DECEMBER 31, 2014	**11,180,954**	**1,018,881**	**365,351**	**100,824**	**12,666,010**	**416,170**	**13,082,180**
Goodwill acquired, net of divestitures	43,186	52,484	22,247	(1,018)	116,899	–	116,899
Reclassifications	–	4,867	(2,774)	–	2,093	(2,093)	–
Foreign currency translation adjustment	(561)	(132,260)	(11,250)	(20,531)	(164,602)	(1,727)	(166,329)
▸ BALANCE AS OF DECEMBER 31, 2015	**11,223,579**	**943,972**	**373,574**	**79,275**	**12,620,400**	**412,350**	**13,032,750**
Goodwill acquired, net of divestitures	292,138	314,463	15,152	9,624	631,377	17,206	648,583
Reclassifications	3,163	–	–	–	3,163	–	3,163
Foreign currency translation adjustment	(341)	(20,331)	(825)	5,377	(16,120)	(1,930)	(18,050)
▸ BALANCE AS OF DECEMBER 31, 2016	**11,518,539**	**1,238,104**	**387,901**	**94,276**	**13,238,820**	**427,626**	**13,666,446**

7. Accrued expenses and other current liabilities

At December 31, 2016 and 2015, accrued expenses and other current liabilities consisted of the following:

ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES T. 4.18

in $ THOUS

	2016	2015
Accrued salaries, wages and incentive plan compensations	743,772	664,996
Unapplied cash and receivable credits	411,495	395,817
Accrued settlement	280,000	280,000
Accrued self-insurance	263,484	225,845
Accrued operating expenses	190,364	236,286
Lease obligations	122,402	105,469
Accrued interest	113,571	121,348
Withholding tax and VAT	93,777	84,918
Accrued variable payments outstanding for acquisitions	82,559	52,370
Derivatives	26,897	11,614
Other	324,864	324,474
▸ **TOTAL ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES**	**2,653,185**	**2,503,137**

The item "Accrued settlement" includes accruals related to our NaturaLyte® and GranuFlo® agreement in principle, partially offset by insurance recoveries recorded in note 4. For further information see note 18.

The item "Other" in the table above includes accruals for legal and compliance costs, deferred income, commissions, bonuses and rebates, short-term position of pension liabilities and physician compensation.

8. Short-term debt and short-term debt from related parties

At December 31, 2016 and December 31, 2015, short-term debt and short-term debt from related parties consisted of the following:

SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES T. 4.19

in $ THOUS

	2016	2015
Borrowings under lines of credit	93,829	109,230
Commercial paper program	501,662	–
Other	7,003	22
▸ **SHORT-TERM DEBT**	**602,494**	**109,252**
Short-term debt from related parties *see note 2b*	3,162	19,052
▸ **SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES**	**605,656**	**128,304**

Borrowings under lines of credit and further availabilities

Borrowings under lines of credit in the amount of $93,829 and $109,230 at December 31, 2016 and 2015, respectively, represented amounts borrowed by the Company's subsidiaries under lines of credit with commercial banks. The average interest rates on these borrowings at December 31, 2016 and 2015 were 6.49% and 6.38%, respectively.

Excluding amounts available under the Amended 2012 Credit Agreement, at December 31, 2016 and 2015, the Company had $242,407 and $222,888 available under other commercial bank agreements. In some instances, lines of credit are secured by assets of the Company's subsidiary that is party to the agreement or may require the Company's guarantee. In certain circumstances, the subsidiary may be required to meet certain covenants.

The Company and certain consolidated entities operate a multi-currency notional pooling cash management system. The Company met the conditions to offset balances within this cash pool for reporting purposes. At December 31, 2016 and 2015, cash and borrowings under lines of credit in the amount of $343,094 and $48,277 were offset under this cash management system.

Commercial paper program

Commercial paper programs are flexible financing instruments to obtain short-term funding on the money market. Typically, commercial paper maturities range from a few days up to under two years. The Company established a commercial paper program on January 19, 2016 under which short-term notes of up to €1,000,000 ($1,054,100) can be issued. At December 31, 2016, the outstanding commercial paper amounted to €476,000 ($501,752 at December 31, 2016).

Other

At December 31, 2016 and 2015, the Company had $7,003 and $22 of other debt which was mainly related to fixed payments outstanding for acquisitions.

Short-term debt from related parties

The Company is party to an unsecured loan agreement with Fresenius SE under which the Company or its subsidiaries may request and receive one or more short-term advances up to an aggregate amount of $400,000 until maturity on October 30, 2017. The interest on the advance(s) will be at a fluctuating rate per annum equal to LIBOR or EURIBOR as applicable plus an applicable margin. Advances can be repaid and reborrowed. At December 31, 2016, there were no advances from Fresenius SE under this facility. At December 31, 2015, the Company borrowed from Fresenius SE in the amount of €14,500 ($15,786 at December 31, 2015). For further information see note 2b.

9. Long-term debt and capital lease obligations

As of December 31, 2016 and December 31, 2015, long-term debt and capital lease obligations consisted of the following:

LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS T. 4.20
in $ THOUS

	2016	2015
Amended 2012 credit agreement	2,365,522	2,611,580
Senior notes	4,923,476	5,325,618
Convertible bonds	401,333	407,705
Accounts receivable facility	173,965	50,185
Capital lease obligations	46,143	40,621
Other	55,504	82,113
▸ LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS	**7,965,943**	**8,517,822**
Less current portion	(763,398)	(664,335)
▸ LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS, LESS CURRENT PORTION	**7,202,545**	**7,853,487**

The Company's long-term debt as of December 31, 2016, all of which ranks equally in rights of payment, are described as follows:

Amended 2012 Credit Agreement

The Company originally entered into a syndicated credit facility of $3,850,000 and a five year period (the 2012 Credit Agreement) with a large group of banks and institutional investors (collectively, the Lenders) on October 30, 2012. On November 26, 2014, the 2012 Credit Agreement was amended to increase the total credit facility to approximately $4,400,000 (approximately $3,800,000 as of December 31, 2016 due to quarterly repayments and currency effects) and extend the term for an additional two years until October 30, 2019.

As of December 31, 2016, the Amended 2012 Credit Agreement consists of:

- A revolving credit facility of approximately $1,400,000 comprising a $1,000,000 revolving facility and a €400,000 revolving facility, which will be due and payable on October 30, 2019.
- A term loan facility of $2,100,000, also scheduled to mature on October 30, 2019. Quarterly repayments of $50,000 began in January 2015 with the remaining balance outstanding due October 30, 2019.
- A term loan facility of €252,000 scheduled to mature on October 30, 2019. Quarterly repayments of €6,000 began in January 2015 with the remaining balance outstanding due October 30, 2019.

Interest on the credit facilities is, at the Company's option, at a rate equal to either (i) LIBOR or EURIBOR (as applicable) plus an applicable margin or (ii) the Base Rate as defined in the Amended 2012 Credit Agreement plus an applicable margin. At December 31, 2016 and 2015, the U.S.-dollar-denominated tranches outstanding under the Amended 2012 Credit Agreement had a weighted average interest rate of 2.15% and 1.72%, respectively. At December 31, 2016 and 2015, the euro-denominated tranche had an interest rate of 1.25% and 1.38%, respectively.

The applicable margin is variable and depends on the Company's consolidated leverage ratio which is a ratio of its consolidated funded debt less cash and cash equivalents held by the consolidated group to consolidated EBITDA (as these terms are defined in the Amended 2012 Credit Agreement).

In addition to scheduled principal payments, indebtedness outstanding under the Amended 2012 Credit Agreement would be reduced by portions of the net cash proceeds received from certain sales of assets.

Obligations under the Amended 2012 Credit Agreement are secured by pledges of capital stock of certain material subsidiaries in favor of the Lenders.

The Amended 2012 Credit Agreement contains affirmative and negative covenants with respect to the Company and its subsidiaries. Under certain circumstances these covenants limit indebtedness, investments, and restrict the creation of liens. Under the Amended 2012 Credit Agreement the Company is required to comply with a maximum consolidated leverage ratio (ratio of consolidated funded debt less cash and cash equivalents held by the consolidated group to consolidated EBITDA). Additionally, the Amended 2012 Credit Agreement provides for a limitation on dividends, share buy-backs and similar payments. Dividends to be paid are subject to an annual basket, which is €440,000 ($463,804 at December 31, 2016) for 2017, and will increase in subsequent years. Additional dividends and other restricted payments may be made subject to the maintenance of a maximum leverage ratio.

In default, the outstanding balance under the Amended 2012 Credit Agreement becomes immediately due and payable at the option of the Lenders.

The following table shows the available and outstanding amounts under the Amended 2012 Credit Agreement at December 31, 2016 and 2015:

AMENDED 2012 CREDIT AGREEMENT T. 4.21

in THOUS

	Maximum amount available 2016		*Balance outstanding[1] 2016*	
Revolving credit USD	$1,000,000	$1,000,000	$10,187	$10,187
Revolving credit EUR	€400,000	$421,640	–	–
USD term loan	$2,100,000	$2,100,000	$2,100,000	$2,100,000
EUR term loan	€252,000	$265,633	€252,000	$265,633
▸ **TOTAL**		**$3,787,273**		**$2,375,820**

	Maximum amount available 2015		*Balance outstanding[1] 2015*	
Revolving credit USD	$1,000,000	$1,000,000	$25,110	$25,110
Revolving credit EUR	€400,000	$435,480	–	–
USD term loan	$2,300,000	$2,300,000	$2,300,000	$2,300,000
EUR term loan	€276,000	$300,481	€276,000	$300,481
▸ **TOTAL**		**$4,035,961**		**$2,625,591**

[1] *Amounts shown are excluding debt issuance costs.*

At December 31, 2016 and 2015, the Company had letters of credit outstanding in the amount of $3,550 and $3,600, respectively, under the USD revolving credit facility, which are not included above as part of the balance outstanding at those dates but which reduce available borrowings under the applicable revolving credit facility.

Senior notes

At December 31, 2016 and 2015, the Company's senior notes consisted of the following:

SENIOR NOTES T. 4.22

in THOUS

Issuer/Transaction		Face amount	Maturity	Coupon	Book value in $ 2016	Book value in $ 2015
FMC Finance VI S.A. 2010	€	250,000	July 15, 2016	5.50%	–	271,409
FMC Finance VIII S.A. 2011 [1]	€	100,000	October 15, 2016	3.21%	–	108,735
FMC US Finance, Inc. 2007	$	500,000	July 15, 2017	6.875%	499,098	497,363
FMC Finance VIII S.A. 2011	€	400,000	September 15, 2018	6.50%	418,665	430,600
FMC US Finance II, Inc. 2011	$	400,000	September 15, 2018	6.50%	397,275	395,678
FMC US Finance II, Inc. 2012	$	800,000	July 31, 2019	5.625%	797,560	796,505
FMC Finance VIII S.A. 2012	€	250,000	July 31, 2019	5.25%	262,464	270,655
FMC US Finance II, Inc. 2014	$	500,000	October 15, 2020	4.125%	496,798	495,944
FMC US Finance, Inc. 2011	$	650,000	February 15, 2021	5.75%	643,708	642,167
FMC Finance VII S.A. 2011	€	300,000	February 15, 2021	5.25%	314,235	324,045
FMC US Finance II, Inc. 2012	$	700,000	January 31, 2022	5.875%	696,834	696,086
FMC US Finance II, Inc. 2014	$	400,000	October 15, 2024	4.75%	396,839	396,431
▶ **TOTAL**					**4,923,476**	**5,325,618**

[1] *This note carried a variable interest rate which was 3.21% at the last interest fixing.*

All senior notes are unsecured and guaranteed on a senior basis jointly and severally by the Company and by FMCH and Fresenius Medical Care Deutschland GmbH (D-GmbH), (together with FMCH, the Guarantor Subsidiaries). The issuers may redeem the senior notes at any time at 100% of principal plus accrued interest and a premium calculated pursuant to the terms of the indenture. The holders have the right to request that the issuers repurchase the senior notes at 101% of principal plus accrued interest upon the occurrence of a change of control of the Company followed by a decline in the ratings of the respective senior notes.

The Company has agreed to a number of covenants to provide protection to the holders which, under certain circumstances, limit the ability of the Company and its subsidiaries to, among other things, incur debt, incur liens, engage in sale-leaseback transactions and merge or consolidate with other companies or sell assets. At December 31, 2016, the Company was in compliance with all of its covenants under the senior notes.

Convertible bonds

On September 19, 2014, the Company issued €400,000 ($514,080 at issuance) principal amount of equity-neutral convertible bonds (the convertible bonds) which have a coupon of 1.125% and are due on January 31, 2020. The bonds were issued at par. The current conversion price is €73.6054. Beginning November 2017, bond holders can exercise the conversion rights embedded in the bonds at certain dates. In order to fully offset the economic exposure from the conversion feature, the Company purchased call options on its shares (share options). Any increase of the Company's share price above the conversion price would be offset by a corresponding value increase of the share options. The Company will amortize the remaining cost of these options and various other offering costs over the life of these bonds in the amount of €19,265 ($20,307 at December 31, 2016), effectively increasing the total interest rate to 2.611%. The convertible bonds are jointly and severally guaranteed by FMCH and D-GmbH.

Accounts receivable facility

The Company refinanced the accounts receivable facility on December 6, 2016 for a term expiring on December 6, 2019 with the available borrowings of $800,000.

The following table shows the available and outstanding amounts under the accounts receivable facility at December 31, 2016 and December 31, 2015.

ACCOUNTS RECEIVABLE FACILITY T. 4.23

in $ THOUS

	Maximum amount available[1]		Balance outstanding[2]	
	2016	*2015*	***2016***	*2015*
Accounts receivable facility	800,000	800,000	175,000	51,000

[1] *Subject to availability of sufficient accounts receivable meeting funding criteria.*
[2] *Amounts shown are excluding debt issuance costs.*

The Company also had letters of credit outstanding under the accounts receivable facility in the amount of $15,647 at December 31, 2016 and $16,622 at December 31, 2015. These letters of credit are not included above as part of the balance outstanding at December 31, 2016 and 2015; however, they reduce available borrowings under the accounts receivable facility.

Under the accounts receivable facility, certain receivables are sold to NMC Funding Corporation (NMC Funding), a wholly-owned subsidiary. NMC Funding then assigns percentage ownership interests in the accounts receivable to certain bank investors. Under the terms of the Accounts Receivable Facility, NMC Funding retains the right, at any time, to recall all the then outstanding transferred interests in the accounts receivable. Consequently, the receivables remain on the Company's consolidated balance sheet and the proceeds from the transfer of percentage ownership interests are recorded as long-term debt.

NMC Funding pays interest to the bank investors calculated based on the commercial paper rates for the particular tranches selected. At December 31, 2016 and 2015, the interest rate was 1.00% and 0.89%, respectively. Refinancing fees, which include legal costs and bank fees, are amortized over the term of the facility.

Other

At December 31, 2016 and 2015, in conjunction with certain acquisitions and investments, the Company had fixed payments outstanding for acquisitions totaling approximately $25,895 and $4,115, respectively, of which $16,073 and $2,597, respectively, were classified as the current portion of long-term debt.

Annual payments

Aggregate annual payments applicable to the Amended 2012 Credit Agreement, senior notes, the Convertible Bonds, the accounts receivable facility, capital leases and other borrowings for the five years subsequent to December 31, 2016 and thereafter are:

ANNUAL PAYMENTS T. 4.24

in $ THOUS

	2017	*2018*	*2019*	*2020*	*2021*	*Thereafter*	***Total***
Annual payments	764,300	1,064,456	3,178,459	930,017	972,874	1,115,424	**8,025,530**

10. Employee benefit plans

General

FMC AG & CO. KGAA recognizes pension costs and related pension liabilities for current and future benefits to qualified current and former employees of the Company. The Company's pension plans are structured in accordance with the differing legal, economic and fiscal circumstances in each country. The Company currently has two types of plans, defined benefit and defined contribution plans. In general, plan benefits in defined benefit plans are based on all or a portion of the employees' years of services and final salary. Plan benefits in defined contribution plans are determined by the amount of contribution by the employee and the employer, both of which may be limited by legislation, and the returns earned on the investment of those contributions.

Upon retirement under defined benefit plans, the Company is required to pay defined benefits to former employees when the defined benefits become due. Defined benefit plans may be funded or unfunded. The Company has five major defined benefit plans, one funded plan in the U.S. and one in France as well as one unfunded plan in Germany and two in France.

Starting 2016, the defined benefit plans in France were transferred from "Benefit plans offered by other subsidiaries" to the detailed reconciliations of the funded status and the plan assets, retrospectively for 2015. The adjustment of the benefit obligation at the beginning of 2015 has been implemented through the position "Other adjustments".

Actuarial assumptions generally determine benefit obligations under defined benefit plans. The actuarial calculations require the use of estimates. The main factors used in the actuarial calculations affecting the level of the benefit obligations are: assumptions on life expectancy, the discount rate and future salary and benefit levels. Under the Company's funded plans, assets are set aside to meet future payment obligations. An estimated return on the plan assets is recognized as income in the respective period. Actuarial gains and losses are generated when there are variations in the actuarial assumptions and by differences between the actual and the estimated projected benefits obligations and the return on plan assets for that year. The Company's pension liability is impacted by these actuarial gains or losses.

Under defined contribution plans, the Company pays defined contributions to an independent third party as directed by the employee during the employee's service life, which satisfies all obligations of the Company to the employee. The employee retains all rights to the contributions made by the employee and to the vested portion of the Company paid contributions upon leaving the Company. The Company has a defined contribution plan in the U.S.

Defined benefit pension plans

During the first quarter of 2002 FMCH, the Company's U.S. subsidiary, curtailed its defined benefit and supplemental executive retirement plans. Under the curtailment amendment for substantially all employees eligible to participate in the plan, benefits have been frozen as of the curtailment date and no additional defined benefits for future services will be earned. The Company has retained all employee benefit obligations as of the curtailment date. Each year FMCH contributes to the plan covering United States employees at least the minimum amount required by the Employee Retirement Income Security Act of 1974, as amended. In 2016, FMCH's minimum funding requirement was $9,600. In addition to the compulsory contributions, the Company voluntarily provided $100,965 to the defined benefit plan of which $100,000 was contributed in the third quarter of 2016. Expected funding for 2017 is $1,180.

The benefit obligation for all defined benefit plans at December 31, 2016, was $855,861 (2015: $822,626) which consists of the gross benefit obligation of $438,235 (2015: $477,667) for the U.S. plan and of $4,231 (2015: $4,063) for the French plan, which are funded by plan assets, and the benefit obligation of $404,779 (2015: $333,320) for the German unfunded plan and $8,616 (2015: $7,576) for the two French unfunded plans.

The following table shows the changes in benefit obligations, the changes in plan assets, the funded status of the pension plans and the net pension liability. Benefits paid as shown in the changes in benefit obligations represent payments made from both the funded and unfunded plans while the benefits paid as shown in the changes in plan assets include only benefit payments from the Company's funded benefit plan.

FUNDED STATUS OF EMPLOYEE BENEFIT PLANS T. 4.25

in $ THOUS

	2016	*2015*
Change in benefit obligation		
Benefit obligation at January 1	822,626	877,722
Foreign currency translation	(15,151)	(40,646)
Other adjustments	–	11,772
Service cost	25,335	25,825
Interest cost	29,330	28,016
Amendments	–	(410)
Transfer of plan participants	31	(102)
Actuarial (gain) loss	36,757	(56,250)
Benefits paid	(34,008)	(23,163)
Curtailments and settlements	(9,059)	(138)
▶ **BENEFIT OBLIGATION AT DECEMBER 31**	**855,861**	**822,626**
Change in plan assets		
Fair value of plan assets at January 1	260,260	270,858
Foreign currency translation	(3)	–
Other adjustments	–	102
Actual return on plan assets	13,225	(11,158)
Employer contributions	110,565	20,098
Benefits paid	(30,707)	(19,640)
Settlements	(9,005)	–
▶ **FAIR VALUE OF PLAN ASSETS AT DECEMBER 31**	**344,335**	**260,260**
▶ **FUNDED STATUS AT DECEMBER 31**	**511,526**	**562,366**
▶ **BENEFIT PLANS OFFERED BY OTHER SUBSIDIARIES**	**35,550**	**30,059**
▶ **NET PENSION LIABILITY**	**547,076**	**592,425**

Benefit plans offered by the U.S., Germany and France contain a pension liability of $511,526 and $562,366 at December 31, 2016 and 2015, respectively. The pension liability consists of a current portion of $4,726 (2015: $4,393) which is recognized as a current liability in the line item "Accrued expenses and other current liabilities" in the balance sheet. The non-current portion of $506,800 (2015: $557,973) is recorded as non-current pension liability in the balance sheet. Approximately 74% of the beneficiaries are located in the U.S. and 6% in France with the majority of the remaining 20% located in Germany.

The accumulated benefit obligation for all defined benefit pension plans with an obligation in excess of plan assets was $780,820 and $759,171 at December 31, 2016 and 2015, respectively; the related plan assets had a fair value of $344,335 and $260,260 at December 31, 2016 and 2015, respectively.

Benefit plans offered by other subsidiaries outside of the U.S., Germany and France contain separate benefit obligations. The total net pension liability for these other plans was $35,550 and $30,059 at December 31, 2016 and 2015 respectively and consists of a pension asset of $0 (2015: $61) recognized as "Other non-current assets and notes receivables" and a current pension liability of $2,083 (2015: $2,765), which is recognized as a current liability in the line item "Accrued expenses and other current liabilities". The non-current pension liability of $33,467 (2015: $27,355) for these plans is recorded as "Non-current pension liability" in the balance sheet.

At December 31, 2016 the weighted average duration of the defined benefit obligation was 19 years (2015: 18 years).

Table 4.26 reflects pre-tax effects of actuarial losses (gains) in other comprehensive income (OCI) relating to pension liabilities. At December 31, 2016, there are no cumulative effects of prior service costs included in other comprehensive income.

OTHER COMPREHENSIVE INCOME (LOSS) RELATED TO PENSION LIABILITIES T. 4.26

in $ THOUS

	Actuarial (gains) losses
▶ **ACTUARIAL (GAINS) LOSSES RECOGNIZED IN OCI AT DECEMBER 31, 2014**	**438,128**
Actuarial (gain) loss for the year	(28,687)
Other adjustments	1,167
Prior service costs (credit)	(503)
Amortization of unrealized losses	(34,625)
Foreign currency translation	(19,186)
▶ **ACTUARIAL (GAINS) LOSSES RECOGNIZED IN OCI AT DECEMBER 31, 2015**	**356,294**
Actuarial (gain) loss for the year	39,014
Prior service costs (credit)	55
Amortization of unrealized losses	(30,811)
Foreign currency translation	(6,794)
▶ **ACTUARIAL (GAINS) LOSSES RECOGNIZED IN OCI AT DECEMBER 31, 2016**	**357,758**

The actuarial loss expected to be amortized from other comprehensive income into net periodic pension cost over the next year is $29,288.

The discount rates for all plans are based upon yields of portfolios of highly rated debt instruments with maturities that mirror the plan's benefit obligation. The Company's discount rates at December 31, 2016 and at December 31, 2015 are the weighted average of these plans based upon their benefit obligations.

The following weighted-average assumptions were utilized in determining benefit obligations at December 31:

WEIGHTED-AVERAGE ASSUMPTIONS FOR BENEFIT OBLIGATIONS T. 4.27

in %

	2016	*2015*
Discount rate	3.25	3.67
Rate of compensation increase	3.23	3.27

Sensitivity analysis

Increases and decreases in principal actuarial assumptions by 0.5 percentage points would affect the pension liability at December 31, 2016 as follows:

SENSITIVITY ANALYSIS T. 4.28

in $ THOUS

	0.5% increase	*0.5% decrease*
Discount rate	(75,036)	86,517
Rate of compensation increase	12,286	(12,095)
Rate of pensions increase	31,285	(28,276)

The sensitivity analysis was calculated based on the average duration of the pension obligations determined at December 31, 2016. The calculations were performed isolated for each significant actuarial parameter, in order to show the effect on the fair value of the pension liability separately.

The sensitivity analysis for compensation increases and for pension increases excludes the U.S. pension plan because it is frozen and therefore is not affected by changes from these two actuarial assumptions.

The defined benefit pension plans' net periodic benefit costs are comprised of the following components for each of the years ended December 31:

COMPONENTS OF NET PERIODIC BENEFIT COST — T. 4.29

in $ THOUS

	2016	*2015*
Service cost	25,335	25,825
Interest cost	29,330	28,016
Expected return on plan assets	(15,482)	(16,405)
Amortization of unrealized losses	30,811	34,625
Amortization of prior service cost (credit)	(55)	94
Settlement loss (gain)	(54)	(138)
▸ **NET PERIODIC BENEFIT COSTS**	**69,885**	**72,017**

Net periodic benefit cost is allocated as personnel expense within costs of revenues, selling, general and administrative expense or research and development expense. This is depending upon the area in which the beneficiary is employed.

The following weighted-average assumptions were used in determining net periodic benefit cost for the year ended December 31:

WEIGHTED-AVERAGE ASSUMPTIONS FOR NET PERIODIC BENEFIT COSTS — T. 4.30

in %

	2016	*2015*
Discount rate	3.67	3.21
Expected return of plan assets	6.00	6.00
Rate of compensation increase	3.27	3.26

Expected benefit payments for the next five years and in the aggregate for the five years thereafter are as follows:

EXPECTED BENEFIT PAYMENTS — T. 4.31

in $ THOUS

	2017	*2018*	*2019*	*2020*	*2021*	*2022–2026*
Expected benefit payments	23,145	24,496	26,411	28,617	30,635	182,971

Plan assets

The following table presents the fair values of the Company's pension plan assets at December 31, 2016 and 2015.

PLAN ASSETS T. 4.32

in $ THOUS

		Fair value measurements 2016	
Asset category	***Total***	*Quoted prices in active markets for identical assets (Level 1)*	*Significant observable inputs (Level 2)*
Equity investments			
Index funds[1]	85,448	(2,102)	87,550
Fixed income investments			
Government securities[2]	2,502	1,902	600
Corporate bonds[3]	220,318	–	220,318
Other bonds[4]	5,628	–	5,628
U.S. treasury money market funds[5]	30,337	30,337	–
Other types of investments			
Cash, money market and mutual funds[6]	102	102	–
▶ **TOTAL**	**344,335**	**30,239**	**314,096**

		Fair value measurements 2015	
Asset category	***Total***	*Quoted prices in active markets for identical assets (Level 1)*	*Significant observable inputs (Level 2)*
Equity investments			
Index funds[1]	64,828	98	64,730
Fixed income investments			
Government securities[2]	4,815	4,269	546
Corporate bonds[3]	169,717	–	169,717
Other bonds[4]	7,794	–	7,794
U.S. treasury money market funds[5]	13,003	13,003	–
Other types of investments			
Cash, money market and mutual funds[6]	103	103	–
▶ **TOTAL**	**260,260**	**17,473**	**242,787**

[1] *This category comprises low-cost equity index funds not actively managed that track the S&P 500, S&P 400, Russell 2000, MSCI Emerging Markets Index and the Morgan Stanley International EAFE Index.*
[2] *This category comprises fixed income investments by the U.S. government and government sponsored entities.*
[3] *This category primarily represents investment grade bonds of U.S. issuers from diverse industries.*
[4] *This category comprises private placement bonds as well as collateralized mortgage obligations.*
[5] *This category represents funds that invest in U.S. treasury obligations directly or in U.S. treasury backed obligations.*
[6] *This category represents cash, money market funds as well as mutual funds comprised of high grade corporate bonds.*

The methods and inputs used to measure the fair value of plan assets are as follows:

- Common stocks are valued at their market prices at the balance sheet date.
- Index funds are valued based on market quotes.
- Government bonds are valued based on both market prices and market quotes.
- Corporate bonds and other bonds are valued based on market quotes at the balance sheet date.
- Cash is stated at nominal value which equals the fair value.
- U.S. Treasury money market funds as well as other money market and mutual funds are valued at their market price.

Plan investment policy and strategy in the U.S.

The Company periodically reviews the assumption for long-term expected return on pension plan assets. As part of the assumptions review, a range of reasonable expected investment returns for the pension plan as a whole was determined based on an analysis of expected future returns for each asset class weighted by the allocation of the assets. The range of returns developed relies both on forecasts, which include the actuarial firm's expected long-term rates of return for each significant asset class or economic indicator, and on broad-market historical benchmarks for expected return, correlation, and volatility for each asset class. As a result, the Company's expected rate of return on pension plan assets was 6% for 2016.

The Company's overall investment strategy is to achieve a mix of approximately 98% of investments for long-term growth and income and 2% in cash or cash equivalents. Investment income and cash or cash equivalents are used for near-term benefit payments. Investments are governed by the investment policy and include well diversified index funds or funds targeting index performance.

The investment policy, utilizing a revised target investment allocation in a range around 30% equity and 70% long-term U.S. corporate bonds, considers that there will be a time horizon for invested funds of more than five years. The total portfolio will be measured against a custom index that reflects the asset class benchmarks and the target asset allocation. The Plan policy does not allow investments in securities of the Company or other related party securities. The performance benchmarks for the separate asset classes include: S&P 500 Index, S&P 400 Mid-Cap Index, Russell 2000 Index, MSCI EAFE Index, MSCI Emerging Markets Index and Barclays Capital Long-Corporate Bond Index.

Defined contribution plans

Most FMCH employees are eligible to join a 401(k) savings plan. Employees can deposit up to 75% of their pay up to a maximum of $18 if under 50 years old ($24 if 50 or over) under this savings plan. The Company will match 50% of the employee deposit up to a maximum Company contribution of 3% of the employee's pay. The Company's total expense under this defined contribution plan for the years ended December 31, 2016 and 2015, was $48,458 and $46,267, respectively.

11. Noncontrolling interests subject to put provisions and other temporary equity

The Company has potential obligations to purchase the noncontrolling interests held by third parties in certain of its consolidated 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 all or part of third-party owners' noncontrolling interests at the appraised fair value at the time of exercise. The methodology the Company uses to estimate the fair values of the noncontrolling interest subject to put provisions assumes the greater of net book value or a multiple of earnings, based on historical earnings, development stage of the underlying business and other factors. Additionally, there are put provisions that are valued by an external valuation firm. The external valuation estimates the fair values using a combination of discounted cash flows and a multiple of earnings and/or revenue. The estimated fair values of the noncontrolling interests subject to these put provisions can also fluctuate, the discounted cash flows and the implicit multiple of earnings and/or revenue at which these noncontrolling interest obligations may ultimately be settled could vary significantly from our current estimates depending upon market conditions.

At December 31, 2016 and 2015, the Company's potential obligations under these put options were $1,234,888 and $1,023,755, respectively. At December 31, 2016 and 2015, put options with an aggregate purchase obligation of $303,913 and $258,552, respectively, were exercisable. In the last three fiscal years ending December 31, 2016, eleven such put provisions have been exercised for a total consideration of $10,465.

The following is a roll forward of noncontrolling interests subject to put provisions for the years ended December 31, 2016 and 2015:

NONCONTROLLING INTERESTS SUBJECT TO PUT PROVISIONS T. 4.33

in $ THOUS

	2016	*2015*
▸ BEGINNING BALANCE AS OF JANUARY 1	**1,023,755**	**824,658**
Contributions to noncontrolling interests	(187,354)	(164,830)
Purchase/sale of noncontrolling interests	57,707	7,915
Contributions from noncontrolling interests	32,259	16,749
Expiration of put provisions and other reclassifications	(9,756)	5,206
Changes in fair value of noncontrolling interests	138,112	178,003
Net income	182,102	159,127
Other comprehensive income (loss)	(1,937)	(3,073)
▸ ENDING BALANCE AS OF DECEMBER 31	**1,234,888**	**1,023,755**

In addition to the amounts in the table above, other temporary equity related to the subsidiary stock incentive plan was $6,200 and $4,613 at December 31, 2016 and 2015, respectively see note 15.

12. Shareholders' equity

Capital stock

At December 31, 2016, the Company's share capital consists of 306,221,840 bearer shares without par value (Stückaktien) and a nominal value of €1.00 each. The Company's share capital has been fully paid in.

The General Partner has no equity interest in the Company and, therefore, does not participate in either the assets or the profits and losses of the Company. However, the General Partner is compensated for all outlays in connection with conducting the Company's business, including the remuneration of members of its Management Board and its supervisory board see note 2.

The general meeting of a partnership limited by shares may approve authorized capital (genehmigtes Kapital). The resolution creating authorized capital requires the affirmative vote of a majority of three quarters of the capital represented at the vote and may authorize the General Partner and its Management Board to issue new shares up to a stated amount for a period of up to five years. The nominal value of any proposed increase of the authorized capital may not exceed half of the issued capital stock at the time of the authorization.

In addition, the general meeting of a partnership limited by shares may create conditional capital (bedingtes Kapital) for the purpose of issuing (i) new shares to holders of convertible bonds or other securities which grant a right to shares, (ii) new shares as the consideration in a merger with another company, or (iii) new shares offered to management or employees. In each case, the authorizing resolution requires the affirmative vote of a majority of three quarters of the capital represented at the vote. The nominal value for any proposed increase of the conditional capital may not exceed half or, in the case of conditional capital created for the purpose of issuing shares to management and employees, 10% of the Company's issued capital at the time of the resolution.

All resolutions increasing the capital of a partnership limited by shares also require the consent of the General Partner in order for the resolutions to go into effect.

Authorized capital

By resolution of the Company's Annual General Meeting (AGM) on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the Company's share capital until May 18, 2020 up to a total of €35,000 through issue of new bearer ordinary shares for cash contributions, "Authorized Capital 2015/I". Additionally, the newly issued shares may be taken up by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer them to the shareholders of the Company. The General Partner is entitled, subject to the approval of the supervisory board, to exclude the pre-emption rights of the shareholders. However, such an exclusion of pre-emption rights will be permissible only for fractional amounts. No Authorized Capital 2015/I has been issued at December 31, 2016.

In addition, by resolution of the AGM of shareholders on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the share capital of the Company until May 18, 2020 up to a total of €25,000 through the issue of new bearer ordinary shares for cash contributions or contributions in kind, "Authorized Capital 2015/II". The new shares can also be obtained by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer the shares to the Company's shareholders for subscription. The General Partner is entitled, subject to the approval of the Supervisory Board, to exclude the pre-emption rights of the shareholders. However, such exclusion of pre-emption rights will be permissible only if (i) in case of a capital increase against cash contributions, the nominal value of the issued shares does not exceed 10% of the nominal share value of the Company's share capital and the issue price for the new shares is at the time of the determination by the General Partner not significantly lower than the stock price of the existing listed shares of the same class and with the same rights or, (ii) in case of a capital increase against contributions in kind, the purpose of such increase is to acquire an enterprise, parts of an enterprise or an interest in an enterprise. No Authorized Capital 2015/II has been issued at December 31, 2016.

Authorized Capital 2015/I and Authorized Capital 2015/II became effective upon registration with the commercial register of the local court in Hof an der Saale on June 10, 2015.

Conditional capital

By resolution of the Company's AGM on May 12, 2011, the Company's share capital was conditionally increased with regards to the 2011 Stock Option Plan (2011 SOP) by up to €12,000 subject to the issue of up to twelve million no par value bearer ordinary shares with a calculated proportionate value of €1.00 each. The conditional capital increase can only be used for the purposes of servicing stock options under the 2011 SOP, with each stock option awarded exercisable for one ordinary share. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares. For further information see note 15.

By resolution of the Company's AGM on May 9, 2006, as amended by the resolution of the Company's AGM on May 15, 2007, resolving a three-for-one share split, the Company's share capital was conditionally increased by up to €15,000 corresponding to 15 M ordinary shares with no par value and a calculated proportionate value of €1.00 each. This conditional capital increase can only be used for the purposes of servicing stock options under the Company's stock option plan 2006 with each stock option awarded exercisable for one ordinary share see note 15. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares.

Through the Company's other employee participation programs, the Company has issued stock option/subscription rights (Bezugsrechte) to employees and the members of the Management Board of the General Partner and employees and members of management of affiliated companies that entitle these persons to receive shares. At December 31, 2016, 6,067,167 options remained outstanding with a remaining average term of five years under these programs. For the year ending December 31, 2016, 907,720 options had been exercised under these employee participation plans see note 15.

As the result of the Company's three-for-one stock split for both then-outstanding preference and ordinary shares, which was approved by the shareholders at the AGM on May 15, 2007, on June 15, 2007 the Company's conditional capital was increased by $6,557 (€4,454). Conditional Capital at December 31, 2016 was $19,703 (€18,692). For all programs, Conditional Capital of $16,146 (€15,318) was available, which included $11,960 (€11,346) for the 2011 SOP and $4,186 (€3,972) for the 2006 Plan see note 15.

Treasury stock

By resolution of the Company's AGM on May 12, 2011, the Company was authorized to conduct a share buy-back program. The buy-back program commenced on May 20, 2013 and was completed on August 14, 2013 after 7,548,951 shares had been repurchased in the amount of €384,966 ($505,014). On February 16, 2016, the Company retired 6,549,000 of the repurchased shares from the buy-back program at an average weighted price of €51 per share ($67 per share).

The following tabular disclosure provides the monthly detail of shares repurchased during the buy-back program, which ended on August 14, 2013, as well as the subsequent retirement of a portion of those repurchased shares on February 16, 2016:

SHARE BUY-BACK T. 4.34

Period	Average price paid per share in €	Average price paid per share in $[1]	Total number of shares purchased and retired as part of publicly announced plans or programs	Total value of shares in €[3] (in THOUS)	Total value of shares in $[2, 3] (in THOUS)
Purchase of treasury stock					
May 2013	52.96	68.48	1,078,255	57,107	73,842
June 2013	53.05	69.95	2,502,552	132,769	175,047
July 2013	49.42	64.63	2,972,770	146,916	192,124
August 2013	48.40	64.30	995,374	48,174	64,001
▸ REPURCHASED TREASURY STOCK	**51.00**	**66.90**	**7,548,951**	**384,966**	**505,014**
Retirement of repurchased treasury stock					
February 2016	51.00	66.90	6,549,000	333,973	438,119
▸ TOTAL	**51.00**	**66.90**	**999,951**	**50,993**	**66,895**

[1] The U.S. dollar value is calculated using the daily exchange rate for the share repurchases made during the month.
[2] The value of the shares repurchased in U.S. dollars is calculated using the total value of the shares purchased in euro converted using the daily exchange rate for the transactions. The value of the shares retired in U.S. dollars is calculated using the average weighted price of the shares repurchased in 2013.
[3] The amount of the shares repurchased is inclusive of fees (net of taxes) paid in the amount of approximately $106 (€81) for services rendered.

By resolution of the Company's AGM on May 12, 2016, the General Partner is authorized to purchase treasury shares up to a maximum amount of 10% of the registered share capital existing at the time of this resolution until May 11, 2021. The shares acquired, together with other treasury shares held by the Company or attributable to the Company pursuant to sections 71a et seqq. AktG, must at no time exceed 10% of the registered share capital. The purchase will be made through the stock exchange, by way of a public tender offer, or a public invitation to shareholders to submit an offer for sale. This authorization is not applicable for the purpose of trading in treasury shares. The General Partner is authorized to use treasury shares purchased on the basis of this authorization or any other earlier authorization for any legally permissible purpose, in particular (i) to redeem shares without requiring any further resolution by the General Meeting, (ii) to sell treasury shares to third parties against contributions in kind, (iii) to award treasury shares, in lieu of the utilization of conditional capital of the Company, to employees of the Company and companies affiliated with the Company, including members of the management of affiliated companies, and use them to service options or obligations to purchase shares of the Company, and (iv) to use treasury shares to service bonds carrying warrant and/or conversion rights or conversion obligations issued by the Company or companies affiliated with the Company pursuant to section 17 AktG.

Dividends

Under German law, the amount of dividends available for distribution to shareholders is based upon the unconsolidated retained earnings of Fresenius Medical Care AG & Co. KGaA as reported in its balance sheet determined in accordance with the German Commercial Code (Handelsgesetzbuch). In addition, the payment of dividends by FMC AG & CO. KGAA is subject to limitations under the Amended 2012 Credit Agreement see note 9.

Cash dividends of $277,176 for 2015 in the amount of €0.80 per share were paid on May 13, 2016.

Cash dividends of $263,244 for 2014 in the amount of €0.78 per share were paid on May 20, 2015.

13. Sources of revenue

Outside of the U.S., the Company does not recognize patient service revenue at the time the services are rendered without assessing the patient's ability to pay. Accordingly, the additional disclosure requirements introduced with ASU 2011-07 apply solely to U.S. patient service revenue. Below is a table showing the sources of our U.S. patient service revenue (net of contractual allowance and discounts but before patient service bad debt provision), included in the Company's Health Care revenue, for the years ended December 31, 2016 and 2015:

U.S. PATIENT SERVICE REVENUE T. 4.35

in $ THOUS

	2016	*2015*
Medicare program	5,413,652	5,058,262
Private/alternative payors	5,361,158	4,830,401
Medicaid and other government sources	619,419	538,077
Hospitals	1,018,176	915,184
▶ **TOTAL PATIENT SERVICE REVENUE**	**12,412,405**	**11,341,924**

14. Earnings per share

The following table contains reconciliations of the numerators and denominators of the basic and diluted earnings per share computations for 2016 and 2015:

RECONCILIATION OF BASIC AND DILUTED EARNINGS PER SHARE T. 4.36

in $ THOUS, except share and per share data

	2016	*2015*
Numerators		
Net income attributable to shareholders of FMC AG & Co. KGaA	1,243,267	1,029,445
Denominators		
Total weighted average shares outstanding	305,748,381	304,440,184
Potentially dilutive shares	509,363	479,851
▶ **TOTAL WEIGHTED AVERAGE SHARES OUTSTANDING ASSUMING DILUTION**	**306,257,744**	**304,920,035**
Basic earnings per share	4.07	3.38
Fully diluted earnings per share	4.06	3.38

15. Share based plans

Fresenius Medical Care AG & Co. KGaA share-based plans

At December 31, 2016, the Company has various share-based compensation plans, which may either be equity- or cash-settled:

Fresenius Medical Care AG & Co. KGaA long-term incentive plan 2016

As of May 11, 2016, the issuance of stock options and phantom stocks under the FMC AG & CO. KGAA long-term incentive program 2011 (LTIP 2011) is no longer possible. In order to continue to enable the members of the Management Board, the members of the management boards of affiliated companies and managerial staff members to adequately participate in the long-term, sustained success of the Company, the Management Board and the supervisory board of Management AG have approved and adopted the FMC AG & CO. KGAA long-term incentive plan 2016 (LTIP 2016) as a successor program effective January 1, 2016.

The LTIP 2016 is a variable compensation program with long-term incentive effects. Pursuant to the LTIP 2016, the plan participants may be granted so-called "Performance Shares" annually or semiannually during 2016 to 2018. Performance Shares are non-equity, cash-settled virtual compensation instruments which may entitle plan participants to receive a cash payment depending on the achievement of pre-defined performance targets further defined below as well as the Company's share price development.

For members of the Management Board, the Supervisory Board will, in due exercise of its discretion and taking into account the individual responsibility and performance of each Management Board member, determine an initial value for each grant for any awards to Management Board members. For plan participants other than the members of the Management Board, such determination will be made by the Management Board. The initial grant value is determined in the currency in which the respective participant receives their base salary at the time of the grant. In order to determine the number of Performance Shares each plan participant receives, their respective grant value will be divided by the value per Performance Share at the time of the grant, which is mainly determined based on the average price of the Company's shares over a period of thirty calendar days prior to the respective grant date.

The number of granted Performance Shares may change over the performance period of three years, depending on the level of achievement of the following: (i) revenue growth, (ii) growth in net income attributable to shareholders of FMC AG & CO. KGAA (net income growth) and (iii) return on invested capital (ROIC) improvement.

Revenue, net income and ROIC are determined according to IFRS in euro based on full year results. Revenue growth and net income growth, for the purpose of this plan, are determined at constant currency.

An annual target achievement level of 100% will be reached for the revenue growth performance target if revenue growth is 7% in each individual year of the three-year performance period; revenue growth of 0% will lead to a target achievement level of 0% and the maximum target achievement level of 200% will be reached in the case of revenue growth of at least 16%. If revenue growth ranges between these values, the degree of target achievement will be linearly interpolated between these values.

An annual target achievement level of 100% for the net income growth performance target will be reached if net income growth is 7% in each individual year of the three-year performance period. In the case of net income growth of 0%, the target achievement level will also be 0%; the maximum target achievement of 200% will be reached in the case of net income growth of at least 14%. Between these values, the degree of target achievement will be determined by means of linear interpolation.

With regard to ROIC improvement, an annual target achievement level of 100% will be reached if the target ROIC as defined for the respective year is reached. The target ROIC is 7.3% for 2016 and will increase by 0.2 percentage points per year to 7.5% (2017), 7.7% (2018), 7.9% (2019) and 8.1% (2020). A target achievement level of 0% will be reached if the ROIC falls below the target ROIC for the respective year by 0.2 percentage points or more, whereas the maximum target achievement level of 200% will be reached if the target ROIC for the respective year is exceeded by

0.2 percentage points or more. The degree of target achievement will be determined by means of linear interpolation if the ROIC ranges between these values. In case the annual ROIC target achievement level in the third year of a performance period is equal or higher than the ROIC target achievement level in each of the two previous years of such performance period, the ROIC target achievement level of the third year is deemed to be achieved for all years of the respective performance period.

The achievement level for each of the three performance targets will be weighted annually at one-third to determine the yearly target achievement for each year of the three-year performance period. The level of overall target achievement over the three-year performance period will then be determined on the basis of the mean of these three average yearly target achievements. The overall target achievement can be in a range of 0% to 200%.

The number of Performance Shares granted to the plan participants at the beginning of the performance period will each be multiplied by the level of overall target achievement in order to determine the final number of Performance Shares.

The final number of Performance Shares is generally deemed earned four years after the day of a respective grant (the vesting period). The number of such vested Performance Shares is then multiplied by the average Company share price over a period of 30 days prior to the lapse of this four-year vesting period. The respective resulting amount will then be paid to the plan participants as cash compensation.

The first awards under the Long-Term Incentive Plan 2016 were granted on July 25, 2016. During 2016, under the Long-Term Incentive Plan 2016, the Company awarded 642,349 Performance Shares, including 79,888 Performance Shares awarded to the members of the Management Board at a measurement date weighted average fair value of $80.31 (€76.19) each and a total fair value of $51,588, which will be revalued if the fair value changes. The total fair value will be amortized over the four-year vesting period.

Fresenius Medical Care AG & Co. KGaA long-term incentive program 2011

On May 12, 2011, the Fresenius Medical Care AG & Co. KGaA stock option plan 2011 (2011 SOP) was established by resolution of the Company's AGM. The 2011 SOP, together with the phantom stock plan 2011, which was established by resolution of the General Partner's Management and supervisory boards, forms the Company's long-term incentive program 2011 (2011 Incentive Program). Under the 2011 Incentive Program, participants were granted awards, which consisted of a combination of stock options and phantom stock. The final grant under the 2011 Incentive Program was made in December 2015. Awards under the 2011 Incentive Program are subject to a four-year vesting period. Vesting of the awards granted is subject to achievement of pre-defined performance targets. The 2011 SOP was established with a conditional capital increase up to €12,000 subject to the issue of up to twelve million non-par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share.

Stock options granted under the 2011 Incentive Program have an eight-year term and can be exercised for the first time after a four-year vesting period. The exercise price of stock options granted under the 2011 incentive program shall be the average stock exchange price on the Frankfurt Stock Exchange of the Company's shares during the 30 calendar days immediately prior to each grant date. Stock options granted under the 2011 incentive program to U.S. participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Stock options under the 2011 Incentive Program are not transferable by a participant or a participant's heirs, and may not be pledged, assigned, or disposed of otherwise.

Phantom stock awards under the 2011 incentive program entitle the holders to receive payment in euro from the Company upon exercise of the phantom stock. The payment per phantom share in lieu of the issuance of such stock shall be based upon the share price on the Frankfurt Stock Exchange of one of the Company's shares on the exercise date. Phantom stock awards have a five-year term and can be exercised for the first time after a four-year vesting period. For participants who are U.S. tax payers, the phantom stock is deemed to be exercised in any event in the month of March following the end of the vesting period.

During 2015, under the 2011 Incentive Program, the Company awarded 3,073,360 stock options, including 502,980 stock options granted to the Management Board, at a weighted average exercise price of $83.89 (€77.06), a weighted average fair value of $16.57 each and a total fair value of $50,923 which will be amortized over the four-year vesting period. The Company also awarded 607,828 shares of phantom stock, including 62,516 shares of phantom stock granted to members of the Management Board at a measurement date weighted average fair value of $80.36 (€73.81) each and a total fair value of $48,843, which will be revalued if the fair value changes, and amortized over the four-year vesting period.

New incentive bonus plan

In 2016, the Management Board was eligible for performance-related compensation that depended upon achievement of pre-defined targets. The targets are measured based on the operating income margin, net income growth and free cash flow (net cash provided by operating activities after capital expenditures before acquisitions and investments) in percentage of revenue, and are derived from the comparison of targeted and actually achieved current year figures. Targets are divided into Group level targets and those to be achieved in individual regions and areas of responsibility.

Performance-related bonuses for fiscal year 2016 will consist proportionately of a cash component and a share-based component which will be paid in cash. Upon meeting the annual targets, the cash component for the year 2016 will be paid in the following year. The share-based component is subject to a three-year vesting period, although a shorter period may apply in special cases (e. g. occupational disability, retirement, and employment contracts which were not extended by the Company). The amount of cash for the payment relating to the share-based component shall be based on the share price of Fresenius Medical Care AG & Co. KGaA ordinary shares upon exercise. For each of the members of the Management Board, the amount of the achievable pay component as well as of the allocation value of the cash-settled share-based compensation is capped.

Share-based compensation related to this plan for years ending 2016 and 2015 was $3,632 and $891, respectively.

Fresenius Medical Care AG & Co. KGaA stock option plan 2006

The Fresenius Medical Care AG & Co. KGaA stock option plan 2006 (Amended 2006 Plan) was established with a conditional capital increase up to €12,800, subject to the issue of up to five million no par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share. In connection with the share split effected in 2007, the principal amount was adjusted to the same proportion as the share capital out of the capital increase up to €15,000 by the issue of up to 15 M new non-par value bearer ordinary shares. After December 2010, no further grants were issued under the Amended 2006 Plan. Options granted under this plan are exercisable through December 2017.

Options granted under the Amended 2006 Plan to US participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Options under the Amended 2006 Plan are not transferable by a participant or a participant’s heirs, and may not be pledged, assigned, or otherwise disposed of.

Information on holdings under share-based plans

At December 31, 2016, the Management Board held 1,010,784 stock options and employees of the Company held 5,056,383 stock options under the various share-based compensation plans of the Company.

At December 31, 2016, the Management Board held 81,019 phantom shares and employees of the Company held 812,970 phantom shares under the 2011 Incentive Program.

At December 31, 2016, the Management Board held 79,888 Performance Shares and employees of the Company held 555,148 Performance Shares under the LTIP 2016.

Additional information on stock options

The table below provides reconciliations for stock options outstanding at December 31, 2016, as compared to December 31, 2015.

RECONCILIATION OF OPTIONS OUTSTANDING T. 4.37

	Options	Weighted average exercise price	
	in THOUS	in €	in $
Stock options for shares			
▸ BALANCE AT DECEMBER 31, 2015	**8,737**	**58.75**	**61.93**
Granted	–	–	–
Exercised	908	43.45	45.80
Forfeited	1,762	52.08	54.89
▸ BALANCE AT DECEMBER 31, 2016	**6,067**	**62.98**	**66.38**

The following table provides a summary of fully vested options outstanding and exercisable at December 31, 2016:

FULLY VESTED OUTSTANDING AND EXERCISABLE OPTIONS T. 4.38

	Number of options	Weighted average remaining contractual life	Weighted average exercise price		Aggregate intrinsic value	
	in THOUS	in years	in €	in $	in €	in $
Options for shares	1,162	2.02	49.68	52.37	35,759	37,694

At December 31, 2016, there was $23,336 of total unrecognized compensation costs related to non-vested options granted under all plans. These costs are expected to be recognized over a weighted-average period of two years.

During the years ended December 31, 2016 and 2015, the Company received cash of $44,018 and $76,093, respectively, from the exercise of stock options see note 12. The intrinsic value of stock options exercised for the twelve-month periods ending December 31, 2016 and 2015 was $34,767 and $73,886, respectively. The Company recorded a cash inflow for income taxes from stock option exercises of $8,887 and $18,073 for the years ending December 31, 2016 and 2015, respectively. The excess tax benefit allocated to additional paid-in capital for the twelve-month periods ending December 31, 2016 and 2015 for all share-based compensation programs was $6,427 and $13,451, respectively.

The compensation expenses related to equity-settled stock option programs are determined based upon the fair value on the grant date and the number of stock options granted which will be recognized over the four year vesting period. In connection with its equity-settled stock option programs, the Company incurred compensation expense of $25,691 and $6,583 for the years ending December 31, 2016 and 2015, respectively. There were no capitalized compensation costs in relation to equity-settled instruments in any of the two years presented. The Company also recognized a related income tax benefit of $8,232 and $1,857 for the years ending December 31, 2016 and 2015, respectively.

The expenses related to cash-settled share based payment transactions are determined based upon the fair value at the measurement date and the number of phantom shares or Performance Shares granted which will be recognized over the four-year vesting period. In connection with cash-settled share based payment transactions, the Company recognized expense of $17,167 and $11,932 related to phantom shares for the years ending December 31, 2016 and 2015, respectively, and $21,598 related to Performance Shares for the year ended December 31, 2016.

Fair value information

The Company used a binomial option-pricing model in determining the fair value of the awards under the 2011 SOP and the Amended 2006 Plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experience of other entities of the same size and in similar industries. Expected volatility is based on historical volatility of the Company's shares. To incorporate the effects of expected early exercise in the model, an early exercise of vested options was assumed as soon as the share price exceeds 155% of the exercise price. The Company's stock options have characteristics that vary significantly from traded options and changes in subjective assumptions can materially affect the fair value of the option. The assumptions used to determine the fair value of the 2015 grants are as follows:

ASSUMPTIONS T. 4.39

	2015
Expected dividend yield *in %*	1.46
Risk-free interest rate *in %*	0.44
Expected volatility *in %*	22.32
Expected life of options *in years*	8
Weighted average exercise price *in €*	77.06
Weighted average exercise price *in $*	83.89

Subsidiary stock incentive plans

Subsidiary stock incentive plans were established during 2014 in conjunction with two acquisitions made by the Company. Under these plans, two of the Company's subsidiaries are authorized to issue a total of 116,103,806 Incentive Units. The Incentive Units have two types of vesting conditions – a service condition and a performance condition. Of the total Incentive Units granted, eighty percent vest ratably over a four year period and twenty percent vest upon the achievement of certain of the relevant subsidiary's performance targets over a six year vesting period (the Performance Units).

Fifty percent of the Performance Units will vest upon achievement of performance targets in 2017. The remaining 50%, plus any unvested Performance Units, will vest upon achievement of performance targets in 2019. All of the Performance Units will vest upon achievement of performance targets in 2020, if not previously vested. Additionally, for one of the subsidiaries, all Performance Units not previously vested will vest upon successful completion of an initial public offering.

As of December 31, 2016 and 2015, $17,220 and $28,448, respectively, of total unrecognized compensation cost related to unvested Incentive Units under the plans. These costs are expected to be recognized over a weighted average period of 2.2 years.

The Company used the Monte Carlo pricing model in determining the fair value of the awards under this incentive plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experiences of other entities of the same size and in similar industries.

16. Income taxes

Income before income taxes is attributable to the following geographic locations:

INCOME BEFORE INCOME TAXES T. 4.40
in $ THOUS

	2016	2015
Germany	205,818	134,193
United States	1,626,406	1,440,040
Other	399,766	361,039
▸ **TOTAL**	**2,231,990**	**1,935,272**

Income tax expense (benefit) for the years ended December 31, 2016 and 2015, consisted of the following:

EXPENSE (BENEFIT) FOR INCOME TAXES T. 4.41
in $ THOUS

	2016	2015
Current		
Germany	56,037	72,231
United States	503,029	458,780
Other	142,037	138,588
▸ **TOTAL CURRENT**	**701,103**	**669,599**
Deferred		
Germany	(23,333)	(45,813)
United States	21,813	(12,693)
Other	(16,444)	11,030
▸ **TOTAL DEFERRED**	**(17,964)**	**(47,476)**
▸ **TOTAL**	**683,139**	**622,123**

A reconciliation between the expected and actual income tax expense is shown below. The expected corporate income tax expense is computed by applying the German corporation tax rate (including the solidarity surcharge) and the trade tax rate on income before income taxes. The German combined statutory tax rates were 29.69% and 29.62% for the fiscal years ended December 31, 2016 and 2015, respectively.

RECONCILIATION OF INCOME TAXES T. 4.42

in $ THOUS

	2016	2015
Expected corporate income tax expense	662,566	573,228
Tax-free income	(38,008)	(35,715)
Income from equity method investees	(17,314)	(14,272)
Tax rate differentials	145,801	126,263
Nondeductible expenses	37,251	36,406
Taxes for prior years	(23,334)	19,969
Change in valuation allowance	6,600	(2,571)
Noncontrolling partnership interests	(116,818)	(109,470)
Tax on divestitures	–	14,953
Other	26,395	13,332
▸ **ACTUAL INCOME TAX EXPENSE**	**683,139**	**622,123**
▸ **EFFECTIVE TAX RATE**	**30.6%**	**32.1%**

The tax effects of the temporary differences and net operating losses that give rise to deferred tax assets and liabilities at December 31, 2016 and 2015, are presented below:

DEFERRED INCOME TAX ASSETS AND LIABILITIES T. 4.43

in $ THOUS

	2016	2015
Deferred tax assets		
Accounts receivable	12,543	8,850
Inventory	12,585	11,503
Intangible assets	6,487	7,967
Property, plant and equipment and other non-current assets	25,461	28,476
Accrued expenses and other liabilities	352,999	372,365
Pension liabilities	114,564	151,732
Net operating loss carryforwards, tax credit carryforwards and interest carryforwards	171,294	131,640
Derivatives	5,784	1,317
Stock-based compensation	6,873	3,173
Other	24,403	4,018
▸ **TOTAL DEFERRED TAX ASSETS**	**732,993**	**721,041**
Less: valuation allowance	(33,255)	(34,654)
▸ **NET DEFERRED TAX ASSETS**	**699,738**	**686,387**
Deferred tax liabilities		
Accounts receivable	26,480	43,664
Inventory	7,208	8,318
Intangible assets	706,186	686,650
Property, plant and equipment, intangible and other non-current assets	166,129	129,835
Accrued expenses and other liabilities	16,231	5,575
Derivatives	10,353	5,488
Other	236,580	242,524
▸ **TOTAL DEFERRED TAX LIABILITIES**	**1,169,167**	**1,122,054**
▸ **NET DEFERRED TAX ASSETS (LIABILITIES)**	**(469,429)**	**(435,667)**

At December 31, 2016 and December 31, 2015 the item "Other" includes the deferred tax liability in the amount of $86,790 related to the recognized insurance recoveries in relation to the NaturaLyte® and GranuFlo® agreement in principle. For further information, see note 18.

The valuation allowance decreased by $1,399 in 2016 and decreased by $14,825 in 2015.

The net operating losses included in the table below reflect U.S. federal tax, German corporate income tax, and other tax loss carryforwards in the various countries in which the Company operates, and expire as follows:

NET OPERATING LOSS CARRYFORWARDS T. 4.44

in $ THOUS

2017	*2018*	*2019*	*2020*	*2021*	*2022*	*2023*	*2024*	*2025*	*2026 and thereafter*	*Without expiration date*	***Total***
23,808	24,033	21,179	34,464	15,619	16,056	13,597	14,297	13,616	21,825	91,442	**289,936**

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that some portion or all of a deferred tax asset will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences and tax loss carryforwards become deductible. Management considers the expected reversal of deferred tax liabilities and projected future taxable income in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more-likely-than-not the Company will realize the benefits of these deductible differences, net of the existing valuation allowances at December 31, 2016.

The Company provides for income taxes and foreign withholding taxes on the cumulative earnings of foreign subsidiaries and foreign corporate joint ventures that will not be reinvested. At December 31, 2016, the Company provided for $11,497 (2015: $9,273) of deferred tax liabilities associated with earnings that are likely to be distributed in 2017 and the following years. Provision has not been made for additional taxes on $7,418,713 (2015: $7,463,853) undistributed earnings of foreign subsidiaries as these earnings are considered indefinitely reinvested. The earnings could become subject to additional tax if remitted or deemed remitted as dividends; however calculation of such additional tax is not practicable. These taxes would predominantly comprise foreign withholding tax on dividends of foreign subsidiaries, and German income tax; however, those dividends and capital gains would generally be 95% tax free for German tax purposes.

FMC AG & CO. KGAA companies are subject to tax audits in Germany and the U.S. on a regular basis and on-going tax audits in other jurisdictions.

In Germany, the tax years 2006 through 2013 are currently under audit by the tax authorities. The Company recognized and recorded the current proposed adjustments of this audit period in the financial statements. Fiscal years 2014 until 2016 are open to audit.

In the U.S., fiscal years 2013 until 2016 are open to audit. FMCH is also subject to audit in various state jurisdictions. A number of these audits are in progress and various years are open to audit in various state jurisdictions. All expected results for both federal and state income tax audits have been recognized in the financial statements.

Subsidiaries of FMC AG & CO. KGAA in a number of countries outside of Germany and the U.S. are also subject to tax audits. The Company estimates that the effects of such tax audits are not material to these consolidated financial statements.

The following table shows the reconciliation of the beginning and ending amounts of unrecognized tax benefits:

RECONCILIATION OF UNRECOGNIZED TAX BENEFITS (EXCLUDING INTEREST) T. 4.45

in $ THOUS

	2016	*2015*
▸ BALANCE AT JANUARY 1	**149,289**	**166,108**
Increases in unrecognized tax benefits prior periods	27,802	30,973
Decreases in unrecognized tax benefits prior periods	(38,707)	(20,244)
Increases in unrecognized tax benefits current period	2,287	–
Changes related to settlements with tax authorities	(22,401)	(6,762)
Reductions as a result of a lapse of the statute of limitations	–	(1,300)
Foreign currency translation	(298)	(19,486)
▸ BALANCE AT DECEMBER 31	**117,972**	**149,289**

Included in the balance at December 31, 2016 were $111,957 of unrecognized tax benefits which would affect the effective tax rate if recognized. The Company is currently not in a position to forecast the timing and magnitude of changes in unrecognized tax benefits.

During the year ended December 31, 2016 the Company recognized benefits of $6,594 and in 2015 expenses of $11,478 for interests and penalties. At December 31, 2016 and December 31, 2015 the Company had a total accrual of income tax related interest and penalties of $24,938 and $27,029, respectively.

17. Operating leases

The Company leases buildings and machinery and equipment under various lease agreements expiring on dates through 2055. Rental expense recorded for operating leases for the years ended December 31, 2016 and 2015 was $824,998 and $754,380, respectively. For information regarding intercompany operating leases see note 2a.

Future minimum rental payments under non-cancelable operating leases for the five years succeeding December 31, 2016 and thereafter are:

FUTURE MINIMUM RENTAL PAYMENTS T. 4.46

in $ THOUS

	2017	*2018*	*2019*	*2020*	*2021*	*Thereafter*	***Total***
Future minimum rental payments	740,438	641,122	559,252	476,878	395,448	1,360,906	**4,174,044**

18. Commitments and contingencies

Legal and regulatory matters

The Company is routinely involved in claims, lawsuits, regulatory and tax audits, investigations and other legal matters arising, for the most part, in the ordinary course of its business of providing Health Care Services and Products. Legal matters that the Company currently deems to be material or noteworthy are described below. For the matters described below in which the Company believes a loss is both reasonably possible and estimable, an estimate of the loss or range of loss exposure is provided. For the other matters described below, the Company believes that the loss probability is remote and/or the loss or range of possible losses cannot be reasonably estimated at this time. The outcome of litigation and other legal matters is always difficult to predict accurately and outcomes that are not consistent with the Company's view of the merits can occur. The Company believes that it has valid defenses to the legal matters pending against it and is defending itself vigorously. Nevertheless, it is possible that the resolution of one or more of the legal matters currently pending or threatened could have a material adverse effect on its business, results of operations and financial condition.

Commercial litigation

On April 5, 2013, the U.S. Judicial Panel on Multidistrict Litigation ordered that the numerous lawsuits pending in various federal courts alleging wrongful death and personal injury claims against FMCH and certain of its affiliates relating to FMCH's acid concentrate products NaturaLyte® and GranuFlo® be transferred and consolidated for pretrial management purposes into a consolidated multidistrict litigation in the United States District Court for the District of Massachusetts. See, In Re: Fresenius GranuFlo/NaturaLyte Dialysate Products Liability Litigation, Case No. 2013-md-02428. The Massachusetts state courts and the St. Louis City (Missouri) court subsequently established similar consolidated litigation for such cases filed in Massachusetts county courts and St. Louis City court. See, In Re: Consolidated Fresenius Cases, Case No. MICV 2013-03400-O (Massachusetts Superior Court, Middlesex County). These lawsuits alleged generally that inadequate labeling and warnings for these products caused harm to patients. In addition, similar cases were filed in other state courts. On February 17, 2016, the Company reached with a committee of plaintiffs' counsel and reported to the courts an agreement in principle for settlement of potentially all cases. The agreement in principle called for the Company to pay $250,000 into a settlement fund in exchange for releases of all or substantially all of the plaintiffs' claims, subject to the Company's right to void the settlement under certain conditions, including if more than 3% of all plaintiffs rejected the settlement or the distribution of rejecters met certain criteria.

As subsequently agreed between the Company and the plaintiff committee, and ordered by the courts, plaintiffs may enforce the settlement and compel payment by the Company if the total of cases electing to participate in the settlement or dismissed by the courts with prejudice, voluntarily or involuntarily, comes to comprise 97% of all cases. The courts are entering "Lone Pine" orders requiring plaintiffs, on pain of dismissal, who have not elected to participate in the settlement to submit specific justification satisfactory to the courts for their complaints, including attorney verification of certain material factual representations and expert medical opinions relating to causation. The Company may elect to void the settlement as of May 10, 2017 if the 97% threshold has not been achieved or if plantiffs' non-participation falls into suspect patterns. Incidental change to this date is likely. Trials in cases not participating in the settlement may resume as scheduled in the discretion of their respective courts. The Company expects that, in combination with elections to participate and notices of dismissal already submitted, the Lone Pine procedure will result in confirmation of the settlement.

The Company's affected insurers have agreed to fund $220,000 of the settlement fund if the settlement is not voided, with a reservation of rights regarding certain coverage issues between and among the Company and its insurers. The Company has accrued a net expense of $60,000 for consummation of the settlement, including legal fees and other anticipated costs.

Subsequent to the agreement in principle, the Company's insurers in the AIG group initiated an action for declaratory judgment in New York state court advancing various arguments for reducing the amount of their coverage obligations. The Company filed an action in Massachusetts state court seeking to compel the AIG group carriers to honor their obligations under applicable policies, including reimbursement to the Company of litigation defense costs incurred before the agreement in principle was reached. The affected carriers have confirmed that the coverage litigation does not impact their commitment to fund $220,000 of the settlement with plaintiffs.

Certain of the complaints in the GranuFlo®/NaturaLyte® litigation named combinations of FMC AG & CO. KGAA, Management AG, Fresenius SE and Fresenius Management SE as defendants, in addition to FMCH and its domestic United States affiliates. The agreement in principle provides for dismissals and releases of claims encompassing the European defendants.

Four institutional plaintiffs have filed complaints against FMCH or its affiliates under state deceptive practices statutes resting on certain background allegations common to the GranuFlo®/NaturaLyte® personal injury litigation, but seeking as remedy the repayment of sums paid to FMCH attributable to the GranuFlo®/NaturaLyte® products. These cases implicate different legal standards, theories of liability and forms of potential recovery from those in the personal injury litigation and their claims will not be extinguished by the personal injury litigation settlement described above. The four plaintiffs are the Attorneys General for the States of Kentucky, Louisiana and Mississippi and the commercial insurance company Blue Cross Blue Shield of Louisiana in its private capacity. See, State of Mississippi ex rel. Hood, v. Fresenius Medical Care Holdings, Inc., No. 14-cv-152 (Chancery Court, DeSoto County); State of Louisiana ex re. Caldwell and Louisiana Health Service & Indemnity Company v. Fresenius Medical Care Airline, 2016 Civ. 11035 (U.S.D.C. D. Mass.); Commonwealth of Kentucky ex rel. Beshear v. Fresenius Medical Care Holdings, Inc. et al., No. 16-CI-00946 (Circuit Court, Franklin County).

Other litigation and potential exposures

On February 15, 2011, a whistleblower (relator) action under the False Claims Act against FMCH was unsealed by order of the United States District Court for the District of Massachusetts and served by the relator. See, United States ex rel. Chris Drennen v. Fresenius Medical Care Holdings, Inc., 2009 Civ. 10179 (D. Mass.). The United States did not intervene initially in the case. The relator's complaint, which was first filed under seal in February 2009, alleged that the Company sought and received reimbursement from government payors for serum ferritin and multiple forms of hepatitis B laboratory tests that were medically unnecessary or not properly ordered by a physician. Discovery on the relator's complaint closed in May 2015. On October 2, 2015, the United States Attorney moved to intervene on the relator's complaint with respect only to certain Hepatitis B surface antigen tests performed prior to 2011, when Medicare reimbursement rules for such tests changed. FMCH opposed the government's motion to intervene, which remains undecided.

On October 6, 2015, the Office of Inspector General of the United States Department of Health and Human Services (OIG) issued a subpoena to the Company seeking information about utilization and invoicing by Fresenius Vascular Care facilities as a whole for a period beginning after the Company's acquisition of American Access Care LLC in October 2011 (AAC). The Company is cooperating in the government's inquiry, which is being managed by the United States Attorney for the Eastern District of New York. Allegations against AAC arising in districts in Connecticut, Florida and Rhode Island relating to utilization and invoicing were settled in 2015.

The Company has received communications alleging conduct in countries outside the U.S. that may violate the U.S. Foreign Corrupt Practices Act (FCPA) or other anti-bribery laws. The Audit and Corporate Governance Committee of the Company's Supervisory Board is conducting investigations with the assistance of independent counsel. The Company voluntarily advised the U.S. Securities and Exchange Commission (SEC) and the U.S. Department of Justice (DOJ). The Company's investigations and dialogue with the SEC and DOJ are ongoing. The Company is cooperating with the government investigations.

Conduct has been identified that may result in monetary penalties or other sanctions under the FCPA or other anti-bribery laws. In addition, the Company's ability to conduct business in certain jurisdictions could be negatively impacted. The Company has previously recorded a non-material accrual for an identified matter. Given the current status of the investigations and remediation activities, the Company cannot reasonably estimate the range of possible loss that may result from identified matters or from the final outcome of the investigations or remediation activities.

The Company is implementing enhancements to its anti-corruption compliance program, including internal controls related to compliance with international anti-bribery laws. The Company continues to be fully committed to FCPA and other anti-bribery law compliance.

In August 2014, FMCH received a subpoena from the United States Attorney for the District of Maryland inquiring into FMCH's contractual arrangements with hospitals and physicians, including contracts relating to the management of in-patient acute dialysis services. FMCH is cooperating in the investigation.

In July 2015, the Attorney General for Hawaii issued a civil complaint under the Hawaii False Claims Act alleging a conspiracy pursuant to which certain Liberty subsidiaries of FMCH overbilled Hawaii Medicaid for Liberty's Epogen® administrations to Hawaii Medicaid patients during the period from 2006 through 2010, prior to the time of FMCH's acquisition of Liberty. See, Hawaii v. Liberty Dialysis – Hawaii, LLC et al., Case No. 15-1-1357-07 (Hawaii 1st Circuit). The State alleges that Liberty acted unlawfully by relying on incorrect and unauthorized billing guidance provided to Liberty by Xerox State Healthcare LLC, which acted as Hawaii's contracted administrator for its Medicaid program reimbursement operations during the relevant period. The amount of the overpayment claimed by the State is approximately $8,000, but the State seeks civil remedies, interest, fines, and penalties against Liberty and FMCH under the Hawaii False Claims Act substantially in excess of the overpayment. FMCH filed third-party claims for contribution and indemnification against Xerox. The State's False Claims Act complaint was filed after Liberty initiated an administrative action challenging the State's recoupment of alleged overpayments from sums currently owed to Liberty. The civil litigation and administrative action are proceeding in parallel.

On August 31 and November 25, 2015, respectively, FMCH received subpoenas from the United States Attorneys for the District of Colorado and the Eastern District of New York inquiring into FMCH's participation in and management of dialysis facility joint ventures in which physicians are partners. FMCH is cooperating in the investigations.

On June 30, 2016, FMCH received a subpoena from the United States Attorney for the Northern District of Texas (Dallas) seeking information about the use and management of pharmaceuticals including Velphoro® as well as FMCH's interactions with DaVita Healthcare Partners, Inc. The Company understands that the subpoena relates to an investigation previously disclosed by DaVita and that the investigation encompasses DaVita, Amgen, and Sanofi. FMCH is cooperating in the investigation.

On November 18, 2016, FMCH received a subpoena from the United States Attorney for the Eastern District of New York seeking documents and information relating to the operations of Shiel Medical Laboratory, Inc., which FMCH acquired in October 2013. In the course of cooperating in the investigation and preparing to respond to the subpoena, FMCH has identified falsifications and misrepresentations in documents submitted by a Shiel salesperson that relate to the integrity of certain invoices submitted by Shiel for laboratory testing for patients in long-term care facilities. On February 21, 2017, Fresenius Medical Care North America (FMCNA) initiated termination of the employee and notification to the United States Attorney of the termination and its circumstances. The Company cannot at this time determine the scope of the conduct implicated in the employee's termination, or whether related liability for overpayments or penalties under the False Claims Act might be material.

On January 3, 2017, the Company received a subpoena from the United States Attorney for the District of Massachusetts inquiring into the Company's interactions and relationships with the American Kidney Fund, including the Company's charitable contributions to the Fund and the Fund's financial assistance to patients for insurance premiums. FMCH is cooperating in the investigation.

On December 14, 2016, CMS published an Interim Final Rule (IFR) titled "Medicare Program; Conditions for Coverage for End-Stage Renal Disease Facilities-Third Party Payment" that would amend the Conditions for Coverage for dialysis providers, like FMCNA. The IFR would have effectively enabled insurers to reject premium payments made by patients who received grants for individual market coverage from the AKF and therefore, could have resulted in those patients losing their individual market coverage. The loss of individual market coverage for these patients would have had a material and adverse impact on the operating results of the Company.

On January 25, 2017, a federal district court in Texas, responding to litigation initiated by a patient advocacy group and dialysis providers including FMCNA, preliminarily enjoined CMS from implementing the IFR. Dialysis Patient Citizens v. Burwell (E.D. Texas, Sherman Div.). The preliminary injunction is based on CMS' failure to follow appropriate notice-and-comment procedures in adopting the IFR. The preliminary injunction will remain in place in the absence of a contrary ruling by the district or appellate courts.

At this time, the extent to which CMS will continue to contest the preliminary injunction is unclear. It is also unclear whether CMS will elect to pursue, through notice and comment, another rule related to this topic. The operation of charitable assistance programs is also receiving increased attention by state regulators, including State Departments of Insurance. The result may be a regulatory framework that differs from state to state. Even in the absence of the IFR or similar administrative actions, insurers are expected to continue to take steps to thwart the premium assistance provided to our patients for individual market plans as well as other insurance coverages.

From time to time, the Company is a party to or may be threatened with other litigation or arbitration, claims or assessments arising in the ordinary course of its business. Management regularly analyzes current information including, as applicable, the Company's defenses and insurance coverage and, as necessary, provides accruals for probable liabilities for the eventual disposition of these matters.

The Company, like other healthcare providers, insurance plans and suppliers, conducts its operations under intense government regulation and scrutiny. It must comply with regulations which relate to or govern the safety and efficacy of medical products and supplies, the marketing and distribution of such products, the operation of manufacturing facilities, laboratories, dialysis clinics and other health care facilities, and environmental and occupational health and safety. With respect to its development, manufacture, marketing and distribution of medical products, if such compliance is not maintained, the Company could be subject to significant adverse regulatory actions by the U.S. Food and Drug Administration (FDA) and comparable regulatory authorities outside the U.S. These regulatory actions could include warning letters or other enforcement notices from the FDA, and/or comparable foreign regulatory authority which may require the Company to expend significant time and resources in order to implement appropriate corrective actions. If the Company does not address matters raised in warning letters or other enforcement notices to the satisfaction of the FDA and/or comparable regulatory authorities outside the U.S., these regulatory authorities could take additional actions, including product recalls, injunctions against the distribution of products or operation of manufacturing plants, civil penalties, seizures of the Company's products and/or criminal prosecution. FMCH is currently engaged in remediation efforts with respect to one pending FDA warning letter. The Company must also comply with the laws of the United States, including the federal Anti-Kickback

Statute, the federal False Claims Act, the federal Stark Law, the federal Civil Monetary Penalties Law and the federal Foreign Corrupt Practices Act as well as other federal and state fraud and abuse laws. Applicable laws or regulations may be amended, or enforcement agencies or courts may make interpretations that differ from the Company's interpretations or the manner in which it conducts its business. Enforcement has become a high priority for the federal government and some states. In addition, the provisions of the False Claims Act authorizing payment of a portion of any recovery to the party bringing the suit encourage private plaintiffs to commence whistleblower actions. By virtue of this regulatory environment, the Company's business activities and practices are subject to extensive review by regulatory authorities and private parties, and continuing audits, subpoenas, other inquiries, claims and litigation relating to the Company's compliance with applicable laws and regulations. The Company may not always be aware that an inquiry or action has begun, particularly in the case of whistleblower actions, which are initially filed under court seal.

The Company operates many facilities and handles personal health information of its patients and beneficiaries throughout the United States and other parts of the world. In such a decentralized system, it is often difficult to maintain the desired level of oversight and control over the thousands of individuals employed by many affiliated companies. The Company relies upon its management structure, regulatory and legal resources, and the effective operation of its compliance program to direct, manage and monitor the activities of these employees. On occasion, the Company may identify instances where employees or other agents deliberately, recklessly or inadvertently contravene the Company's policies or violate applicable law. The actions of such persons may subject the Company and its subsidiaries to liability under the Anti-Kickback Statute, the Stark Law, the False Claims Act, Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act and the Foreign Corrupt Practices Act, among other laws and comparable laws of other countries.

Physicians, hospitals and other participants in the healthcare industry are also subject to a large number of lawsuits alleging professional negligence, malpractice, product liability, worker's compensation or related claims, many of which involve large claims and significant defense costs. The Company has been and is currently subject to these suits due to the nature of its business and expects that those types of lawsuits may continue. Although the Company maintains insurance at a level which it believes to be prudent, it cannot assure that the coverage limits will be adequate or that insurance will cover all asserted claims. A successful claim against the Company or any of its subsidiaries in excess of insurance coverage could have a material adverse effect upon it and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company has also had claims asserted against it and has had lawsuits filed against it relating to alleged patent infringements or businesses that it has acquired or divested. These claims and suits relate both to operation of the businesses and to the acquisition and divestiture transactions. The Company has, when appropriate, asserted its own claims, and claims for indemnification. A successful claim against the Company or any of its subsidiaries could have a material adverse effect upon its business, financial condition, and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company is also subject to ongoing and future tax audits in the U.S., Germany and other jurisdictions. With respect to other potential adjustments and disallowances of tax matters currently under review, the Company does not anticipate that an unfavorable ruling could have a material impact on its results of operations. The Company is not currently able to determine the timing of these potential additional tax payments.

Other than those individual contingent liabilities mentioned above, the current estimated amount of the Company's other known individual contingent liabilities is immaterial.

19. Financial instruments

Non-derivative financial instruments

The following table presents the carrying amounts and fair values of the Company's non-derivative financial instruments at December 31, 2016, and December 31, 2015.

NON-DERIVATIVE FINANCIAL INSTRUMENTS T. 4.47

in $ THOUS

		2016		2015	
	Fair value hierarchy	Carrying amount	Fair value	Carrying amount	Fair value
Assets					
Cash and cash equivalents	1	747,233	747,233	549,500	549,500
Trade accounts receivable[1]	2	3,540,124	3,540,124	3,303,456	3,303,456
Accounts receivable from related parties	2	220,797	220,797	218,285	218,285
Available for sale financial assets[2]	1	270,310	270,310	275,770	275,770
Other financial assets[2]	2	442,163	442,163	376,035	376,035
Liabilities					
Accounts payable[1]	2	606,800	606,800	627,828	627,828
Accounts payable to related parties	2	278,355	278,355	153,023	153,023
Other current financial liabilities[3]	2	1,351,590	1,351,590	1,330,283	1,330,283
Short-term debt[4]	2	605,656	605,745	128,304	128,304
Long-term debt, excluding Amended 2012 Credit Agreement, senior notes and convertible bonds	2	275,612	276,647	172,919	172,919
Amended 2012 Credit Agreement	2	2,365,522	2,370,539	2,611,580	2,625,591
Senior notes	2	4,923,476	5,317,087	5,325,618	5,782,937
Convertible bonds	2	401,333	529,087	407,705	546,057
Variable payments outstanding for acquisitions[3]	3	235,596	235,596	55,660	55,660
Noncontrolling interests subject to put provisions	3	1,234,888	1,234,888	1,023,755	1,023,755

[1] *Includes long-term trade accounts receivable and payable, which are included in „Other assets" and „Other liabilities" in the consolidated balance sheets.*
[2] *Included in „Prepaid expenses and other current assets" and „Other assets" in the consolidated balance sheets.*
[3] *Included in „Accrued expenses and other current liabilities" and „Other liabilities" in the consolidated balance sheets.*
[4] *Also includes amounts from related parties.*

The carrying amounts in the table are included in the consolidated balance sheets under the indicated captions or, in the case of long-term debt and noncontrolling interests subject to put provisions, in the captions shown in note 9 and note 11, respectively.

The significant methods and assumptions used in estimating the fair values of non-derivative financial instruments are as follows:

Cash and cash equivalents are stated at nominal value which equals the fair value.

Short-term financial instruments such as trade accounts receivable, accounts receivable from related parties, accounts payable, accounts payable to related parties and short-term debt as well as certain other financial instruments are valued at their carrying amounts, which are reasonable estimates of the fair value due to the relatively short period to maturity of these instruments.

The fair value of available for sale financial assets quoted in an active market is based on price quotations at the period-end date.

The fair values of major long-term debt are calculated on the basis of market information. Instruments for which market quotes are available are measured using these quotes. The fair values of the other long-term debt are calculated at the present value of the respective future cash flows. To determine these present values, the prevailing interest rates and credit spreads for the Company as of the balance sheet date are used.

Variable payments outstanding for acquisitions are recognized at their fair value. The estimation of the individual fair values is based on the key inputs of the arrangement that determine the future contingent payment as well as the Company's expectation of these factors. The Company assesses the likelihood and timing of achieving the relevant objectives. The underlying assumptions are reviewed regularly.

The valuation of noncontrolling interests subject to put provisions is determined using significant unobservable inputs. See note 11 for a discussion of the Company's methodology for estimating the fair value of these noncontrolling interests subject to put obligations.

Currently, there is no indication that a decrease in the value of the Company's financing receivables is probable. Therefore, the allowances on credit losses of financing receivables are immaterial.

Derivative financial instruments

The Company is exposed to market risk from changes in foreign exchange rates and interest rates. In order to manage the risk of currency exchange rate and interest rate fluctuations, the Company enters into various hedging transactions by means of derivative instruments with highly rated financial institutions as authorized by the Company's General Partner. On a quarterly basis, the Company performs an assessment of its counterparty credit risk. The Company currently considers this risk to be low. The Company's policy, which has been consistently followed, is that financial derivatives be used only for the purpose of hedging foreign currency and interest rate exposure.

In certain instances, the Company enters into derivative contracts that do not qualify for hedge accounting but are utilized for economic purposes (economic hedges). The Company does not use financial instruments for trading purposes.

The Company established guidelines for risk assessment procedures and controls for the use of financial instruments. They include a clear segregation of duties with regard to execution on one side and administration, accounting and controlling on the other.

To reduce the credit risk arising from derivatives the Company concluded Master Netting Agreements with banks. Through such agreements, positive and negative fair values of the derivative contracts could be offset against one another if a partner becomes insolvent. This offsetting is valid for transactions where the aggregate amount of obligations owed to and receivable from are not equal. If insolvency occurs, the party which owes the larger amount is obliged to pay the other party the difference between the amounts owed in the form of one net payment.

The Company elects not to offset the fair values of derivative financial instruments subject to master netting agreements in its consolidated balance sheets.

At December 31, 2016 and December 31, 2015, the Company had $25,627 and $24,366, respectively, of derivative financial assets subject to netting arrangements and $28,198 and $12,765 of derivative financial liabilities subject to netting arrangements. Offsetting these derivative financial instruments would have resulted in net assets of $14,413 and $16,273 as well as net liabilities of $16,984 and $4,672 at December 31, 2016 and December 31, 2015, respectively.

In connection with the issuance of the Convertible Bonds in September 2014, the Company purchased Share Options. Any change in the Company's share price above the conversion price would be offset by a corresponding value change in the Share Options.

Foreign exchange risk management

The Company conducts business on a global basis in various currencies, though a majority of its operations are in Germany and the United States. For financial reporting purposes, the Company has chosen the U.S. dollar as its reporting currency. Therefore, changes in the rate of exchange between the U.S. dollar and the local currencies in which the financial statements of the Company's international operations are maintained affect its results of operations and financial position as reported in its consolidated financial statements.

Additionally, individual subsidiaries are exposed to transactional risks mainly resulting from intercompany purchases between production sites and other subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing currencies and the currency in which their local operations are conducted. For the purpose of hedging existing and foreseeable foreign exchange transaction exposures, the Company enters into foreign exchange forward contracts and, on a small scale, foreign exchange options. At December 31, 2016 and December 31, 2015 the Company had no foreign exchange options.

Changes in the fair value of the effective portion of foreign exchange forward contracts designated and qualifying as cash flow hedges of forecasted product purchases and sales are reported in AOCI. Additionally, in connection with intercompany loans in foreign currency, the Company uses foreign exchange swaps thus assuring that no foreign exchange risks arise from those loans, which, if they qualify for cash flow hedge accounting, are also reported in AOCI. These amounts recorded in AOCI are subsequently reclassified into earnings as a component of cost of revenues for those contracts that hedge product purchases and sales or as an adjustment of interest income/expense for those contracts that hedge loans, in the same period in which the hedged transaction affects earnings. The notional amounts of foreign exchange contracts in place that are designated and qualify as cash flow hedges totaled $108,950 and $193,880 at December 31, 2016 and December 31, 2015, respectively.

The Company also enters into derivative contracts for forecasted product purchases and sales and for intercompany loans in foreign currencies which do not qualify for hedge accounting but are utilized for economic hedges as defined above. In these two cases, the change in value of the economic hedge is recorded in the income statement and usually offsets the change in value recorded in the income statement for the underlying asset or liability. The notional amounts of economic hedges that do not qualify for hedge accounting totaled $1,483,763 and $1,637,129 at December 31, 2016 and December 31, 2015, respectively.

Interest rate risk management

The Company enters into derivatives, particularly interest rate swaps and, to a certain extent, interest rate options, to protect against the risk of rising interest rates. These interest rate derivatives are designated as cash flow hedges and have been entered into in order to effectively convert payments based on variable interest rates into payments at a fixed interest rate. The euro-denominated interest rate swaps expire in 2019 and have a weighted average interest rate of 0.32%. Interest payable and receivable under the swap agreements is accrued and recorded as an adjustment to interest expense.

At December 31, 2016 and December 31, 2015, the notional amount of the euro-denominated interest rate swaps in place was €252,000 and €376,000 ($265,633 and $409,351 at December 31, 2016 and December 31, 2015, respectively).

In addition, the Company also enters into interest rate hedges (pre-hedges) in anticipation of future long-term debt issuance, from time to time. These pre-hedges are used to hedge interest rate exposures with regard to interest rates which are relevant for the future long-term debt issuance and which could rise until the respective debt is actually issued. These pre-hedges were settled at the issuance date of the corresponding long-term debt with the settlement amount recorded in AOCI amortized to interest expense over the life of the debt. At December 31, 2016 and December 31, 2015, the Company had $37,752 and $58,581, respectively, related to such settlements of pre-hedges deferred in AOCI, net of tax.

Derivative financial instruments valuation

The following table shows the carrying amounts of the Company's derivatives at December 31, 2016 and December 31, 2015.

DERIVATIVE FINANCIAL INSTRUMENTS VALUATION T. 4.48

in $ THOUS

	2016		2015	
	Assets[2]	Liabilities[2]	Assets[2]	Liabilities[2]
Derivatives in cash flow hedging relationships[1]				
Current				
Foreign exchange contracts	2,127	(4,323)	3,114	(2,921)
Interest rate contracts	–	–	–	(1,637)
Non-current				
Foreign exchange contracts	18	(80)	171	(127)
Interest rate contracts	–	(1,491)	–	(961)
▸ **TOTAL**	**2,145**	**(5,894)**	**3,285**	**(5,646)**
Derivatives not designated as hedging instruments[1]				
Current				
Foreign exchange contracts	39,785	(22,574)	23,908	(7,056)
Non-current				
Foreign exchange contracts	–	(125)	1,062	(65)
Derivatives embedded in the convertible bonds	–	(99,785)	–	(115,990)
Share options to secure the convertible bonds	99,785	–	115,990	–
▸ **TOTAL**	**139,570**	**(122,484)**	**140,960**	**(123,111)**

[1] *At December 31, 2016 and December 31, 2015, the valuation of the Company's derivatives was determined using significant other observable Inputs (level 2) in accordance with the fair value hierarchy levels established in U.S. GAAP.*
[2] *Derivative instruments are marked to market each reporting period resulting in carrying amounts being equal to fair values at the reporting date.*

The carrying amounts for the current portion of derivatives indicated as assets in the table above are included in prepaid expenses and other current assets in the consolidated balance sheets while the current portion of those indicated as liabilities are included in accrued expenses and other current liabilities. The non-current portions indicated as assets or liabilities are included in the consolidated balance sheets in other assets or other liabilities, respectively.

The significant methods and assumptions used in estimating the fair values of derivative financial instruments are as follows:

The fair value of interest rate swaps is calculated by discounting the future cash flows on the basis of the market interest rates applicable for the remaining term of the contract as of the balance sheet date. To determine the fair value of foreign exchange forward contracts, the contracted forward rate is compared to the current forward rate for the remaining term of the contract as of the balance sheet date. The result is then discounted on the basis of the market interest rates prevailing at the balance sheet date for the applicable currency. The fair value of the embedded derivative of the convertible bonds is calculated using the difference between the market value of the convertible bond and the market value of an adequate straight bond discounted with the market interest rates as of the reporting date.

The Company's own credit risk is incorporated in the fair value estimation of derivatives that are liabilities. Counterparty credit risk adjustments are factored into the valuation of derivatives that are assets. The Company monitors and analyses the credit risk from derivative financial instruments on a regular basis. For the valuation of derivative financial instruments, the credit risk is considered in the fair value of every individual instrument. The default probability is based upon the credit default swap spreads of each counterparty appropriate for the duration. The calculation of the credit risk considered in the valuation is performed by multiplying the default probability appropriate for the duration with the expected discounted cash flows of the derivative financial instrument.

THE EFFECT OF DERIVATIVES ON THE CONSOLIDATED FINANCIAL STATEMENTS T. 4.49

in $ THOUS

	Amount of gain or (loss) recognized in AOCI on derivatives (effective portion)		*Location of (gain) or loss reclassified from AOCI in income (effective portion)*	*Amount of (gain) or loss reclassified from AOCI in income (effective portion)*	
	for the year ended December 31,			*for the year ended December 31,*	
	2016	*2015*		***2016***	*2015*
Derivatives in cash flow hedging relationships					
Interest rate contracts	1,162	11,817	Interest income/expense	29,150	28,355
Foreign exchange contracts	(2,664)	2,273	Costs of revenue	147	17,686
TOTAL	**(1,502)**	**14,090**		**29,297**	**46,041**

	Location of (gain) or loss recognized in income on derivatives	*Amount of (gain) or loss recognized in income on derivatives*	
		for the year ended December 31,	
		2016	*2015*
Derivatives not designated as hedging instruments			
Foreign exchange contracts	Selling, general and administrative expense	(2,335)	(61,328)
Foreign exchange contracts	Interest income/expense	3,251	8,196
Derivatives embedded in the convertible bonds	Interest income/expense	(13,146)	58,105
Share options to secure the convertible bonds	Interest income/expense	13,146	(58,105)
TOTAL		**916**	**(53,132)**

For foreign exchange derivatives at December 31, 2016, the Company expects to recognize $3,737 of losses deferred in AOCI in earnings during the next twelve months.

The Company expects to incur additional interest expense of $20,918 over the next twelve months which is currently deferred in AOCI. This amount reflects the projected amortization of the settlement amount of the terminated swaps and the current fair value of the additional interest payments resulting from the interest rate swaps maturing in 2019 at December 31, 2016.

At December 31, 2016, the Company had foreign exchange derivatives with maturities of up to 15 months and interest rate swaps with maturities of up to 34 months.

20. Other comprehensive income (loss)

The changes in the components of other comprehensive income (loss) for the years ended December 31, 2016 and 2015 are as follows:

OTHER COMPREHENSIVE INCOME (LOSS) T. 4.50

in $ THOUS

	Pretax	*Tax effect*	*Net, before non-controlling interests*	*Non-controlling interests*	*Other comprehensive income (loss), net of tax*
2016					
Other comprehensive income (loss) relating to cash flow hedges					
Changes in fair value of cash flow hedges during the period	(1,502)	627	(875)	–	(875)
Reclassification adjustments	29,297	(8,419)	20,878	–	20,878
Total other comprehensive income (loss) relating to cash flow hedges	27,795	(7,792)	20,003	–	20,003
Foreign currency translation adjustment	2,726	–	2,726	(1,446)	1,280
Defined benefit pension plans					
Actuarial (loss) gain on defined benefit pension plans	(32,275)	7,416	(24,859)	–	(24,859)
Reclassification adjustments	30,811	(11,398)	19,413	–	19,413
Total other comprehensive income (loss) relating to defined benefit pension plans	(1,464)	(3,982)	(5,446)	–	(5,446)
▸ **OTHER COMPREHENSIVE INCOME (LOSS)**	**29,057**	**(11,774)**	**17,283**	**(1,446)**	**15,837**
2015					
Other comprehensive income (loss) relating to cash flow hedges					
Changes in fair value of cash flow hedges during the period	14,090	(4,511)	9,579	–	9,579
Reclassification adjustments	46,041	(12,557)	33,484	–	33,484
Total other comprehensive income (loss) relating to cash flow hedges	60,131	(17,068)	43,063	–	43,063
Foreign currency translation adjustment	(347,164)	–	(347,164)	(4,961)	(352,125)
Defined benefit pension plans					
Actuarial (loss) gain on defined benefit pension plans	47,209	(13,434)	33,775	–	33,775
Reclassification adjustments	34,625	(12,851)	21,774	–	21,774
Total other comprehensive income (loss) relating to defined benefit pension plans	81,834	(26,285)	55,549	–	55,549
▸ **OTHER COMPREHENSIVE INCOME (LOSS)**	**(205,199)**	**(43,353)**	**(248,552)**	**(4,961)**	**(253,513)**

Changes in AOCI by component for the years ended December 31, 2016 and 2015 are as follows:

CHANGES IN AOCI BY COMPONENT T. 4.51

in $ THOUS

	Gain (loss) related to cash flow hedges	*Actuarial gain (loss) on defined benefit pension plans*	*Gain (loss) related to foreign-currency translation*	*Total, before non-controlling interests*	*Non-controlling interests*	***Total***
BALANCE AT DECEMBER 31, 2014	**(103,277)**	**(282,019)**	**(702,447)**	**(1,087,743)**	**(5,261)**	**(1,093,004)**
Other comprehensive income (loss) before reclassifications	9,579	33,775	(347,164)	(303,810)	(4,961)	(308,771)
Amounts reclassified from AOCI	33,484	21,774	–	55,258	–	55,258
Other comprehensive income (loss) after reclassifications	43,063	55,549	(347,164)	(248,552)	(4,961)	(253,513)
BALANCE AT DECEMBER 31, 2015	**(60,214)**	**(226,470)**	**(1,049,611)**	**(1,336,295)**	**(10,222)**	**(1,346,517)**
Other comprehensive income (loss) before reclassifications	(875)	(24,859)	2,726	(23,008)	(1,446)	(24,454)
Amounts reclassified from AOCI	20,878	19,413	–	40,291	–	40,291
Other comprehensive income (loss) after reclassifications	20,003	(5,446)	2,726	17,283	(1,446)	15,837
BALANCE AT DECEMBER 31, 2016	**(40,211)**	**(231,916)**	**(1,046,885)**	**(1,319,012)**	**(11,668)**	**(1,330,680)**

Reclassifications out of AOCI for the years ended December 31, 2016 and 2015 are as follows:

RECLASSIFICATIONS OUT OF AOCI T. 4.52

in $ THOUS

	Amount of (gain) loss reclassified from AOCI in income		*Location of (gain) loss reclassified from AOCI in income*
Details about AOCI components	***2016***	*2015*	
(Gain) loss related to cash flow hedges			
Interest rate contracts	29,150	28,355	Interest income/expense
Foreign exchange contracts	147	17,686	Costs of revenue
	29,297	46,041	Total before tax
	(8,419)	(12,557)	Tax expense or benefit
	20,878	33,484	Net of tax
Actuarial (gain) loss on defined benefit pension plans			
Amortization of unrealized (gain) loss	30,811	34,625	[1]
	30,811	34,625	Total before tax
	(11,398)	(12,851)	Tax expense or benefit
	19,413	21,774	Net of tax
Total reclassifications for the period	40,291	55,258	Net of tax

[1] *Included in the computation of net periodic pension cost (see note 10 for additional details).*

21. Supplementary cash flow information

The following additional information is provided with respect to the consolidated statements of cash flows:

SUPPLEMENTARY CASH FLOW INFORMATION T. 4.53

in $ THOUS

	2016	2015
Supplementary cash flow information		
Cash paid for interest	387,125	381,212
Cash paid for income taxes[1]	598,916	547,401
Cash inflow for income taxes from stock option exercises[2]	8,887	18,073
Supplemental disclosures of cash flow information		
Details for acquisitions:		
Assets acquired	(877,706)	(216,023)
Liabilities assumed	125,623	34,841
Noncontrolling interest subject to put provisions	48,292	7,622
Noncontrolling interest	15,992	983
Non-cash consideration	244,458	69,233
Cash paid	(443,341)	(103,344)
Less cash acquired	22,869	3,193
▸ NET CASH PAID FOR ACQUISITIONS	**(420,472)**	**(100,151)**
Cash paid for investments	(143,637)	(184,101)
Cash paid for intangible assets	(13,472)	(32,558)
▸ TOTAL CASH PAID FOR ACQUISITIONS AND INVESTMENTS, NET OF CASH ACQUIRED, AND PURCHASES OF INTANGIBLE ASSETS	**(577,581)**	**(316,810)**

[1] *Net of tax refund.*
[2] *Thereof the excess tax benefit allocated to additional paid-in capital for the twelve-month periods ending December 31, 2016 and 2015 $6,427 and $13,451, respectively.*

22. Segment and corporate information

In 2015, the Company increased its operating segments from three to four segments in conjunction with a change in the structure of how the Company manages its business. The operating segments are the North America segment, the EMEA segment, the Asia-Pacific segment and the Latin America segment. Accordingly, the two reporting segments disclosed prior to 2015 (the North America segment and the International segment, which was comprised of EMEA, Asia-Pacific and Latin America) have now been reclassified into four reporting segments as noted above.

Management evaluates each segment using measures that reflect all of the segment's controllable revenues and expenses. With respect to the performance of business operations, management believes that the most appropriate U.S. GAAP measures are revenue, operating income and operating income margin. The Company does not include income taxes as it believes this is outside the segments' control. Financing is a corporate function, which the Company's segments do not control. Therefore, the Company does not include interest expense relating to financing as a segment measurement. Similarly, the Company does not allocate certain costs, which relate primarily to certain headquarters' overhead charges, including accounting and finance, because the Company believes that these costs are also not within the control of the individual segments. Production of products, production asset management, quality management and procurement related to production are centrally managed at Corporate. The Company's global research and development is also centrally managed at Corporate. These Corporate activities do not fulfill the definition of a segment. Products are transferred to the segments at cost; therefore no internal profit is generated. The associated internal revenues for the product transfers and their elimination are recorded as Corporate activities. Capital expenditures for production are based on the expected demand of the segments and consolidated profitability considerations. In addition, certain revenues, investments and intangible assets, as well as any related expenses, are not allocated to a segment but are accounted for as Corporate.

Information pertaining to the Company's segment and Corporate activities for the twelve-month periods ended December 31, 2016 and 2015 is set forth below.

SEGMENT AND CORPORATE INFORMATION T. 4.54

in $ THOUS

	North America segment	*EMEA segment*	*Asia-Pacific segment*	*Latin America segment*	*Segment total*	*Corporate*	***Total***
2016							
Revenue external customers	12,885,879	2,666,644	1,631,717	712,150	17,896,390	14,397	17,910,787
Inter-segment revenue	3,437	–	34	267	3,738	(3,738)	–
▶ **REVENUE**	**12,889,316**	**2,666,644**	**1,631,751**	**712,417**	**17,900,128**	**10,659**	**17,910,787**
▶ **OPERATING INCOME**	**2,119,297**	**524,181**	**319,076**	**65,849**	**3,028,403**	**(390,880)**	**2,637,523**
Depreciation and amortization	(430,824)	(120,791)	(48,196)	(17,242)	(617,053)	(158,892)	(775,945)
Income (loss) from equity method investees	64,806	(2,919)	1,519	1,502	64,908	–	64,908
Total assets	18,255,288	3,785,602	1,863,441	729,193	24,633,524	2,300,418	26,933,942
Thereof investments in equity method investees	324,860	221,054	106,900	26,428	679,242	–	679,242
Capital expenditures, acquisitions and investments[1]	916,354	310,568	53,795	45,477	1,326,194	281,379	1,607,573
2015							
Revenue external customers	11,813,330	2,628,688	1,501,456	766,424	16,709,898	27,684	16,737,582
Inter-segment revenue	5,292	1	143	447	5,883	(5,883)	–
▶ **REVENUE**	**11,818,622**	**2,628,689**	**1,501,599**	**766,871**	**16,715,781**	**21,801**	**16,737,582**
▶ **OPERATING INCOME**[2]	**1,797,835**	**576,895**	**297,860**	**48,233**	**2,720,823**	**(394,091)**	**2,326,732**
Depreciation and amortization	(399,434)	(113,131)	(44,616)	(14,835)	(572,016)	(145,306)	(717,322)
Income (loss) from equity method investees	20,799	6,820	2,526	1,307	31,452	–	31,452
Total assets[3]	17,269,258	3,293,600	1,727,495	604,667	22,895,020	2,470,234	25,365,254
Thereof investments in equity method investees	288,956	220,610	109,347	25,796	644,709	–	644,709
Capital expenditures, acquisitions and investments[4]	709,503	174,229	48,949	50,549	983,230	286,523	1,269,753

[1] North America, EMEA, Asia-Pacific, Latin America and Corporate acquisitions exclude $22,870, $235,627, $7,790, $5,526 and $7,654, respectively, of non-cash acquisitions for 2016.

[2] On July 1, 2015, the Company completed the sale of its clinics in Venezuela to a third party. The purchase price for these clinics was $7,500, which resulted in a loss of approximately $26,289 before tax (approximately $26,920 after tax). The loss is primarily included in Selling, general and administrative costs line item of the consolidated income statements.

[3] Deferred taxes which were classified as current at December 31, 2015 have been reclassified to non-current in accordance with Accounting Standards Update 2015-17, Income Taxes (Topic 740) Balance Sheet Classification of Deferred Taxes. Deferred taxes previously recorded in 2015 within current assets and liabilities have been reclassified to non-current assets and liabilities in the amount of $216,127 and $36,399, respectively. As a result of deferred tax netting, non-current assets and liabilities were then adjusted in the amount of $168,232.

[4] North America, EMEA, Asia-Pacific, Latin America and Corporate acquisitions and investments exclude $6,070, $41,454, $36,455, $244 and $26,214, respectively, of non-cash acquisitions and investments for 2015.

For the geographic presentation, revenues are attributed to specific countries based on the end user's location for products and the country in which the service is provided. Information with respect to the Company's geographic operations is set forth in the table below:

GEOGRAPHIC DIVISION T. 4.55
in $ THOUS

	Germany	*North America*	*Rest of the world*	***Total***
2016				
Revenue external customers	421,604	12,885,879	4,603,304	17,910,787
Long-lived assets	907,921	15,227,607	3,181,818	19,317,346
2015				
Revenue external customers	400,401	11,813,330	4,523,851	16,737,582
Long-lived assets	556,276	14,771,036	2,963,439	18,290,751

23. Subsequent events

On January 31, 2017, the Company announced an agreement with the United States Departments of Veterans Affairs and Justice resolving litigation commenced in 2014 regarding reimbursement for services provided to veterans by the Company's clinics during the period January 2009 through February 15, 2011. The agreement is expected to increase the Company's recognition of revenue in 2017 by approximately $100,000 (approximately €100,000). The estimated positive impact on the Company's net income (net income attributable to shareholders of Fresenius Medical Care & Co. KGaA) is expected to be approximately $45,000 to $50,000 (approximately €45,000 to €50,000). The payment is expected to be received in due course.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15 (f). The Company's internal control over financial reporting is a process designed by or under the supervision of the Company's chief executive officer and chief financial officer to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

As of December 31, 2016, management conducted an assessment of the effectiveness of the Company's internal control over financial reporting based on the criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Management's assessment follows the guidance for management of the evaluation of internal controls over financial reporting released by the Securities and Exchange Commission on May 23, 2007. Based on this assessment, management has determined that the Company's internal control over financial reporting is effective as of December 31, 2016.

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

Because of its inherent limitation, internal control over financial reporting, no matter how well designed, cannot provide absolute assurance of achieving financial reporting objectives and may not prevent or detect misstatements. Therefore, even if the internal control over financial reporting is determined to be effective it can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The Company's internal control over financial reporting as of December 31, 2016 has been audited by KPMG AG Wirtschaftsprüfungsgesellschaft, an independent registered public accounting firm, as stated in their report included on page 211.

February 22, 2017

Fresenius Medical Care AG & Co. KGaA,
a partnership limited by shares,
represented by:
Fresenius Medical Care Management AG,
its General Partner

RICE POWELL
Chief Executive Officer and Chairman of the
Management Board of the General Partner

MICHAEL BROSNAN
Chief Financial Officer and member of the
Management Board of the General Partner

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON INTERNAL CONTROL OVER FINANCIAL REPORTING

THE SUPERVISORY BOARD FRESENIUS MEDICAL CARE AG & CO. KGAA

We have audited the internal control over financial reporting of Fresenius Medical Care AG & Co. KGaA and subsidiaries (Fresenius Medical Care or the Company) as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Fresenius Medical Care's management is responsible for maintaining effective internal control over financial reporting and its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

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

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

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

In our opinion, Fresenius Medical Care maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Fresenius Medical Care as of December 31, 2016 and 2015, and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 2016, and our report dated February 22, 2017 expressed an unqualified opinion on those consolidated financial statements.

Frankfurt am Main, Germany
February 22, 2017

KPMG AG
Wirtschaftsprüfungsgesellschaft

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

THE SUPERVISORY BOARD FRESENIUS MEDICAL CARE AG & CO. KGAA

We have audited the accompanying consolidated balance sheets of Fresenius Medical Care AG & Co. KGaA and subsidiaries (Fresenius Medical Care or the Company) as of December 31, 2016 and 2015 and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 2016. In connection with our audits of the consolidated financial statements, we have also audited the financial statement schedule as listed in the accompanying index. These consolidated financial statements and the financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements and the financial statement schedule based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Fresenius Medical Care as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2016, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Fresenius Medical Care's internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 22, 2017 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Frankfurt am Main, Germany
February 22, 2017

KPMG AG
Wirtschaftsprüfungsgesellschaft

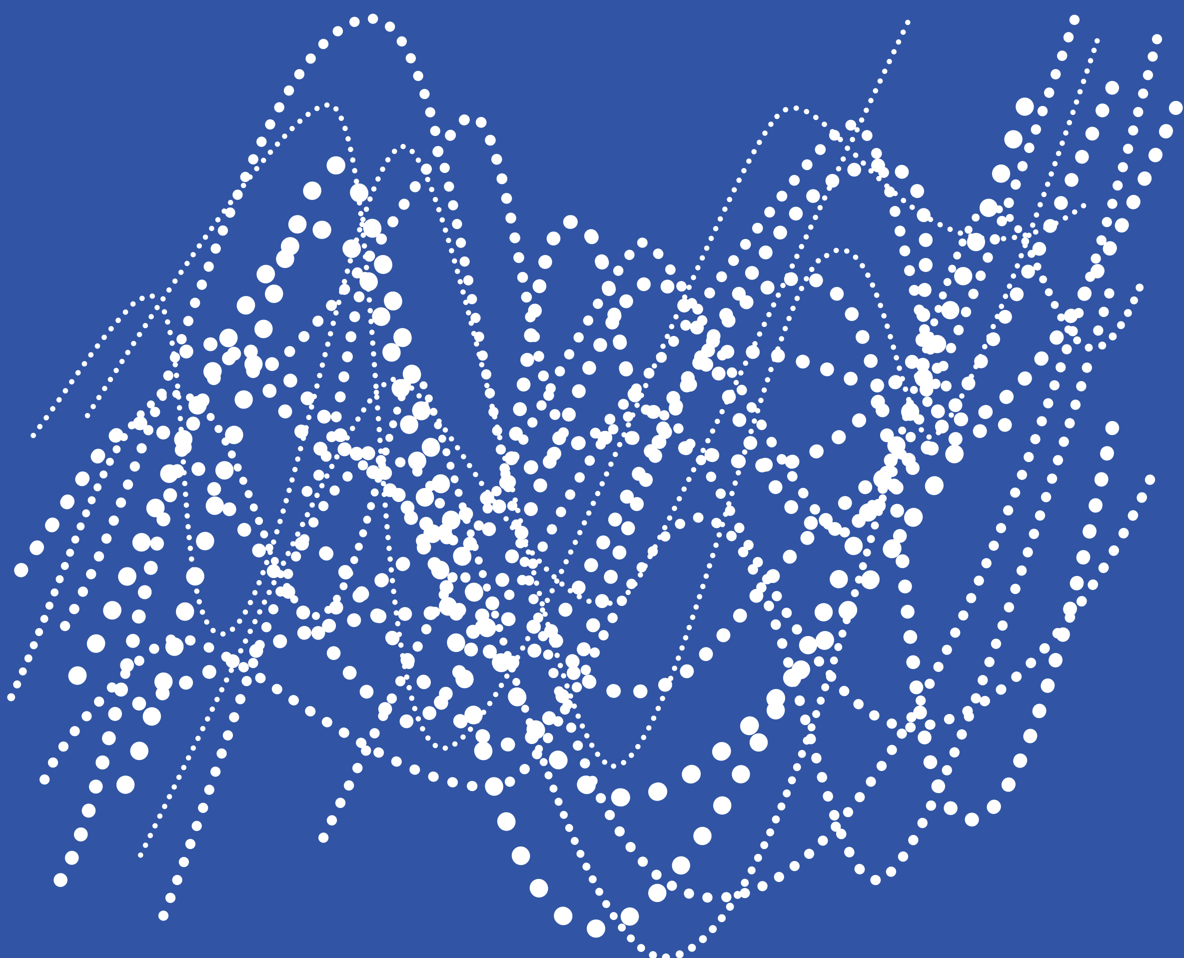
Exhibit 12B.

Audited Financial Statements-Fresenius Medical Care

2016-2017

ANNUAL REPORT
2017

creating
ADDED VALUE



FRESENIUS
MEDICAL CARE

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CONSOLIDATED STATEMENTS OF INCOME

5.1 CONSOLIDATED STATEMENTS OF INCOME

in € THOUS, except share data

	Note	2017	2016	2015
Revenue				
Health care services		14,531,636	13,505,363	12,439,205
Health care products		3,251,936	3,064,352	3,015,653
▸ **TOTAL**	26	**17,783,572**	**16,569,715**	**15,454,858**
Costs of revenue				
Health care services		10,362,046	9,631,341	8,887,855
Health care products		1,417,806	1,322,428	1,389,837
▸ **TOTAL**		**11,779,852**	**10,953,769**	**10,277,692**
▸ **GROSS PROFIT**		**6,003,720**	**5,615,946**	**5,177,166**
Operating (income) expenses				
Selling, general and administrative	4a	3,577,776	3,119,172	2,948,885
Research and development	4b	130,704	146,511	128,128
Income from equity method investees	26	(67,199)	(58,639)	(28,348)
▸ **OPERATING INCOME**		**2,362,439**	**2,408,902**	**2,128,501**
Other (income) expense				
Interest income	4e	(43,297)	(42,139)	(105,070)
Interest expense	4e	397,187	408,508	457,895
▸ **INCOME BEFORE INCOME TAXES**		**2,008,549**	**2,042,533**	**1,775,676**
Income tax expense	4f	454,015	622,481	565,026
▸ **NET INCOME**		**1,554,534**	**1,420,052**	**1,210,650**
▸ **NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTERESTS**		**274,746**	**276,072**	**255,704**
▸ **NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA**		**1,279,788**	**1,143,980**	**954,946**
▸ **BASIC EARNINGS PER SHARE**	19	**4.17**	**3.74**	**3.14**
▸ **FULLY DILUTED EARNINGS PER SHARE**	19	**4.16**	**3.73**	**3.13**

The following notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

5.2 CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

in € THOUS

	Note	2017	2016	2015
▶ **NET INCOME**		**1,554,534**	**1,420,052**	**1,210,650**
Other comprehensive income (loss)				
Components that will not be reclassified to profit or loss				
Actuarial gains (losses) on defined benefit pension plans	16, 24	6,840	(31,423)	30,169
Income tax (expense) benefit related to components of other comprehensive income not reclassified	16, 24	(27,393)	7,085	(8,830)
▶ **TOTAL**		**(20,553)**	**(24,338)**	**21,339**
Components that may be reclassified subsequently to profit or loss				
Gain (loss) related to foreign currency translation	24	(1,284,173)	368,429	674,727
Gain (loss) related to cash flow hedges	23, 24	27,983	25,111	54,196
Income tax (expense) benefit related to components of other comprehensive income that may be reclassified	23, 24	(8,407)	(7,039)	(15,387)
▶ **TOTAL**		**(1,264,597)**	**386,501**	**713,536**
▶ **OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX**		**(1,285,150)**	**362,163**	**734,875**
▶ **TOTAL COMPREHENSIVE INCOME**		**269,384**	**1,782,215**	**1,945,525**
Comprehensive income attributable to noncontrolling interests		150,611	310,580	344,427
▶ **COMPREHENSIVE INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA**		**118,773**	**1,471,635**	**1,601,098**

The following notes are an integral part of the consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

5.3 CONSOLIDATED BALANCE SHEETS

in € THOUS, except share and per share data

	Note	2017	2016
Assets			
Cash and cash equivalents	6	978,109	708,882
Trade accounts receivable, less allowance for doubtful accounts of €474,891 in 2017 and €482,461 in 2016	7	3,330,990	3,491,079
Accounts receivable from related parties	5	111,643	209,465
Inventories	8	1,290,779	1,337,477
Other current assets	9	662,786	1,137,046
▶ **TOTAL CURRENT ASSETS**		**6,374,307**	**6,883,949**
Property, plant and equipment	10	3,491,771	3,579,626
Intangible assets	11	683,058	803,120
Goodwill	11	12,103,921	12,955,574
Deferred taxes	4f	315,168	291,394
Investment in equity method investees	26	647,009	598,154
Other non-current assets		409,894	391,723
▶ **TOTAL NON-CURRENT ASSETS**		**17,650,821**	**18,619,591**
▶ **TOTAL ASSETS**		**24,025,128**	**25,503,540**
Liabilities			
Accounts payable		590,493	575,556
Accounts payable to related parties	5	147,349	264,069
Current provisions and other current liabilities	12	2,843,760	3,036,708
Short-term debt	13	760,279	572,010
Short-term debt from related parties	13	9,000	3,000
Current portion of long-term debt and capital lease obligations	14	883,535	724,218
Income tax payable		65,477	123,336
▶ **TOTAL CURRENT LIABILITIES**		**5,299,893**	**5,298,897**
Long-term debt and capital lease obligations, less current portion	14	5,794,872	6,832,886
Non-current provisions and other non-current liabilities	15	975,645	1,027,983
Pension liabilities	16	530,559	512,539
Income tax payable		128,433	118,182
Deferred taxes	4f	467,540	661,921
▶ **TOTAL NON-CURRENT LIABILITIES**		**7,897,049**	**9,153,511**
▶ **TOTAL LIABILITIES**		**13,196,942**	**14,452,408**
Shareholders' equity			
Ordinary shares, no par value, €1.00 nominal value, 385,913,972 shares authorized, 308,111,000 issued and 306,451,049 outstanding as of December 31, 2017 and 385,913,972 shares authorized, 307,221,791 issued and 306,221,840 outstanding as of December 31, 2016 respectively	17	308,111	307,222
Treasury stock, at cost	17	(108,931)	(50,993)
Additional paid-in capital	17	3,969,245	3,960,115
Retained earnings	17	7,137,255	6,085,876
Accumulated other comprehensive income (loss)	24	(1,485,578)	(324,563)
▶ **TOTAL FMC AG & CO. KGAA SHAREHOLDERS' EQUITY**		**9,820,102**	**9,977,657**
Noncontrolling interests	17	1,008,084	1,073,475
▶ **TOTAL EQUITY**		**10,828,186**	**11,051,132**
▶ **TOTAL LIABILITIES AND EQUITY**		**24,025,128**	**25,503,540**

The following notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

5.4 CONSOLIDATED STATEMENTS OF CASH FLOWS

in € THOUS

	Note	2017	2016	2015
Operating activities				
Net income		1,554,534	1,420,052	1,210,650
Adjustments to reconcile net income to net cash provided by operating activities				
Depreciation and amortization	10, 11, 26	735,479	701,536	648,167
Change in deferred taxes, net		(203,046)	232	(36,665)
(Gain) loss on sale of fixed assets and investments		(116,624)	(5,381)	(4,809)
Compensation expense related to share-based plans	20	46,811	27,433	8,370
Investments in equity method investees, net		(57,009)	(52,948)	(16,022)
Changes in assets and liabilities, net of amounts from businesses acquired				
Trade accounts receivable, net		(181,272)	(241,878)	(260,607)
Inventories		(62,692)	(60,230)	(271,301)
Other current and non-current assets		185,801	42,266	(66,842)
Accounts receivable from related parties		95,025	(71,773)	(271)
Accounts payable to related parties		(110,375)	120,745	24,523
Accounts payable, provisions and other current and non-current liabilities		629,116	365,312	808,202
Paid interest		(339,088)	(349,738)	(343,589)
Received interest		35,526	30,263	74,993
Income tax payable		654,250	547,157	485,181
Paid income taxes		(674,625)	(541,075)	(493,376)
▶ **NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES**		**2,191,811**	**1,931,973**	**1,766,604**
Investing activities				
Purchases of property, plant and equipment	26	(944,460)	(930,520)	(858,894)
Proceeds from sale of property, plant and equipment		103,225	15,957	15,690
Acquisitions and investments, net of cash acquired, and purchases of intangible assets	3, 25, 26	(565,694)	(521,800)	(285,543)
Proceeds from divestitures	3	415,388	190,247	226,823
▶ **NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES**		**(991,541)**	**(1,246,116)**	**(901,924)**
Financing activities				
Proceeds from short-term debt		443,996	805,191	259,149
Repayments of short-term debt		(241,309)	(342,505)	(282,895)
Proceeds from short-term debt from related parties		122,079	124,300	53,000
Repayments of short-term debt from related parties		(116,079)	(138,800)	(39,901)
Proceeds from long-term debt and capital lease obligations		582,311	2,071	5,439
Repayments of long-term debt and capital lease obligations		(1,099,329)	(662,823)	(292,793)
Increase (decrease) of accounts receivable securitization program		157,564	112,025	(262,055)
Proceeds from exercise of stock options		47,591	47,467	85,034
Purchase of treasury stock	17	(57,938)	–	–
Dividends paid	17	(293,973)	(244,251)	(236,773)
Distributions to noncontrolling interests		(386,340)	(294,302)	(256,399)
Contributions from noncontrolling interests		42,797	71,910	60,744
▶ **NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES**		**(798,630)**	**(519,717)**	**(907,450)**
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS		**(132,413)**	**38,012**	**25,422**
Cash and cash equivalents				
Net increase (decrease) in cash and cash equivalents		269,227	204,152	(17,348)
Cash and cash equivalents at beginning of period		708,882	504,730	522,078
CASH AND CASH EQUIVALENTS AT END OF PERIOD	6	**978,109**	**708,882**	**504,730**

The following notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

5.5 CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

in € THOUS, except share data

		Ordinary Shares		Treasury Stock	
	Note	Number of shares	No par value	Number of shares	Amount
BALANCE AT DECEMBER 31, 2014		**311,104,251**	**311,104**	**(7,548,951)**	**(384,966)**
Proceeds from exercise of options and related tax effects	20	1,758,820	1,759	–	–
Compensation expense related to stock options	20	–	–	–	–
Dividends paid	17	–	–	–	–
Purchase/sale of noncontrolling interests		–	–	–	–
Contributions from/to noncontrolling interests		–	–	–	–
Noncontrolling interests subject to put provisions	23	–	–	–	–
Net Income		–	–	–	–
Other comprehensive income (loss) related to					
Foreign currency translation	24	–	–	–	–
Cash flow hedges, net of related tax effects	24	–	–	–	–
Pensions, net of related tax effects	16	–	–	–	–
Comprehensive income		–	–	–	–
BALANCE AT DECEMBER 31, 2015		**312,863,071**	**312,863**	**(7,548,951)**	**(384,966)**
Proceeds from exercise of options and related tax effects	20	907,720	908	–	–
Compensation expense related to stock options	20	–	–	–	–
Withdrawal of treasury stock	17	(6,549,000)	(6,549)	6,549,000	333,973
Dividends paid	17	–	–	–	–
Purchase/sale of noncontrolling interests		–	–	–	–
Contributions from/to noncontrolling interests		–	–	–	–
Noncontrolling interests subject to put provisions	23	–	–	–	–
Net Income		–	–	–	–
Other comprehensive income (loss) related to					
Foreign currency translation	24	–	–	–	–
Cash flow hedges, net of related tax effects	24	–	–	–	–
Pensions, net of related tax effects	16	–	–	–	–
Comprehensive income		–	–	–	–
BALANCE AT DECEMBER 31, 2016		**307,221,791**	**307,222**	**(999,951)**	**(50,993)**
Proceeds from exercise of options and related tax effects	20	889,209	889	–	–
Compensation expense related to stock options	20	–	–	–	–
Purchase of treasury stock	17	–	–	(660,000)	(57,938)
Dividends paid	17	–	–	–	–
Purchase/sale of noncontrolling interests		–	–	–	–
Contributions from/to noncontrolling interests		–	–	–	–
Noncontrolling interests subject to put provisions	23	–	–	–	–
Net Income		–	–	–	–
Other comprehensive income (loss) related to					
Foreign currency translation	24	–	–	–	–
Cash flow hedges, net of related tax effects	24	–	–	–	–
Pensions, net of related tax effects	16	–	–	–	–
Comprehensive income		–	–	–	–
BALANCE AT DECEMBER 31, 2017		**308,111,000**	**308,111**	**(1,659,951)**	**(108,931)**

The following notes are an integral part of the consolidated financial statements.

			Accumulated other comprehensive income (loss)					
	Additional paid-in capital	*Retained earnings*	*Foreign currency translation*	*Cash Flow Hedges*	*Pensions*	*Total FMC AG & Co. KGaA share-holders' equity*	*Noncontrolling interests*	*Total equity*
	4,130,341	**4,827,336**	**(973,516)**	**(85,028)**	**(239,826)**	**7,585,445**	**802,367**	**8,387,812**
	83,051	–	–	–	–	84,810	–	84,810
	4,278	–	–	–	–	4,278	–	4,278
	–	(236,773)	–	–	–	(236,773)	–	(236,773)
	6,725	–	–	–	–	6,725	13,595	20,320
	–	–	–	–	–	–	(224,365)	(224,365)
	–	(176,016)	–	–	–	(176,016)	–	(176,016)
	–	954,946	–	–	–	954,946	255,704	1,210,650
	–	–	608,880	(9,052)	(13,824)	586,004	88,723	674,727
	–	–	–	38,809	–	38,809	–	38,809
	–	–	–	–	21,339	21,339	–	21,339
	–	–	–	–	–	1,601,098	344,427	1,945,525
	4,224,395	**5,369,493**	**(364,636)**	**(55,271)**	**(232,311)**	**8,869,567**	**936,024**	**9,805,591**
	41,029	–	–	–	–	41,937	–	41,937
	23,210	–	–	–	–	23,210	–	23,210
	(327,424)	–	–	–	–	–	–	–
	–	(244,251)	–	–	–	(244,251)	–	(244,251)
	(1,095)	–	–	–	–	(1,095)	63,974	62,879
	–	–	–	–	–	–	(237,103)	(237,103)
	–	(183,346)	–	–	–	(183,346)	–	(183,346)
	–	1,143,980	–	–	–	1,143,980	276,072	1,420,052
	–	–	338,617	(908)	(3,788)	333,921	34,508	368,429
	–	–	–	18,072	–	18,072	–	18,072
	–	–	–	–	(24,338)	(24,338)	–	(24,338)
	–	–	–	–	–	1,471,635	310,580	1,782,215
	3,960,115	**6,085,876**	**(26,019)**	**(38,107)**	**(260,437)**	**9,977,657**	**1,073,475**	**11,051,132**
	42,944	–	–	–	–	43,833	–	43,833
	11,736	–	–	–	–	11,736	–	11,736
	–	–	–	–	–	(57,938)	–	(57,938)
	–	(293,973)	–	–	–	(293,973)	–	(293,973)
	(45,550)	–	–	–	–	(45,550)	28,421	(17,129)
	–	–	–	–	–	–	(244,423)	(244,423)
	–	65,564	–	–	–	65,564	–	65,564
	–	1,279,788	–	–	–	1,279,788	274,746	1,554,534
	–	–	(1,177,885)	195	17,652	(1,160,038)	(124,135)	(1,284,173)
	–	–	–	19,576	–	19,576	–	19,576
	–	–	–	–	(20,553)	(20,553)	–	(20,553)
	–	–	–	–	–	118,773	150,611	269,384
	3,969,245	**7,137,255**	**(1,203,904)**	**(18,336)**	**(263,338)**	**9,820,102**	**1,008,084**	**10,828,186**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Unless otherwise noted, numbers are stated in thousands, except share data.

1. THE COMPANY, BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

The Company

Fresenius Medical Care AG & Co. KGaA (FMC AG & CO. KGAA or the Company), a German partnership limited by shares (Kommanditgesellschaft auf Aktien) registered in the commercial registry of Hof an der Saale under HRB 4019, with its business address at Else-Kröner-Str. 1, 61352 Bad Homburg v.d. Höhe, is the world's largest kidney dialysis company, based on publicly reported sales and number of patients treated. The Company provides dialysis treatment and related dialysis care services to persons who suffer from end-stage renal disease (ESRD), as well as other health care services. The Company also develops and manufactures a wide variety of health care products, which includes dialysis and non-dialysis products. The Company's dialysis products include hemodialysis machines, peritoneal cyclers, dialyzers, peritoneal solutions, hemodialysis concentrates, solutions and granulates, bloodlines, renal pharmaceuticals and systems for water treatment. The Company's non-dialysis products include acute cardiopulmonary and apheresis products. The Company supplies dialysis clinics it owns, operates or manages with a broad range of products and also sells dialysis products to other dialysis service providers. The Company describes certain of its other health care services as "Care Coordination". Care Coordination currently includes, but is not limited to, the coordinated delivery of pharmacy services, vascular, cardiovascular and endovascular specialty services as well as ambulatory surgery center services, non-dialysis laboratory testing services (until December 2017), physician nephrology and cardiology services, health plan services, urgent care services and ambulant treatment services. Care Coordination also includes the coordinated delivery of emergency, intensivist and hospitalist physician services as well as transitional care which the Company refers to as "hospital related physician services." All of these Care Coordination services together with dialysis care and related services represent the Company's health care services.

In these notes, "FMC AG & CO. KGAA", or the "Company" refers to the Company or the Company and its subsidiaries on a consolidated basis, as the context requires. "Fresenius SE" and "Fresenius SE & Co. KGaA" refer to Fresenius SE & Co. KGaA, a German partnership limited by shares resulting from the change of legal form of Fresenius SE (effective as of January 2011), a European Company (Societas Europaea) previously called Fresenius AG, a German stock corporation. "Management AG" and the "General Partner" refer to Fresenius Medical Care Management AG which is FMC AG & CO. KGAA's general partner and is wholly owned by Fresenius SE. "Management Board" refers to the members of the management board of Management AG and, except as otherwise specified, "Supervisory Board" refers to the supervisory board of FMC AG & CO. KGAA. The term "North America Segment" refers to the North America operating segment; the term "EMEA Segment" refers to the Europe, Middle East and Africa operating segment, the term "Asia-Pacific Segment" refers to the Asia-Pacific operating segment, and the term "Latin America Segment" refers to the Latin America operating segment. For further discussion of the Company's operating segments, see note 26.

Basis of presentation

The FMC AG & CO. KGAA as a stock exchange listed company in a member state of the European Union (EU) fulfills its obligation to prepare and publish the consolidated financial statements in accordance with the International Financial Reporting Standards (IFRS), as adopted in the EU, applying section 315 e of the German Commercial Code (HGB).

The consolidated financial statements of FMC AG & CO. KGAA at December 31, 2017 have been prepared and are published in accordance with the standards valid on the balance sheet date issued by the International Accounting Standards Board (IASB) and the mandatory Interpretations of the International Financial Reporting Interpretations Committee (IFRIC), which are binding to be applied in the EU.

Furthermore, the Company prepares consolidated financial statements in accordance with IFRS as issued by the IASB which is filed on Form 20-F with the Securities and Exchange Commission (SEC). At December 31, 2017, there were IFRS or IFRIC interpretations as endorsed by the EU relevant for reporting that differed from IFRS as issued by the IASB.

Moreover, the notes include information required by HGB according to Section 315 e (1) HGB. In addition to the IFRS consolidated financial statements, a Group Management Report must be prepared according to section 315 e HGB in conjunction with section 315 HGB.

The Company is included in the IFRS consolidated financial statements of Fresenius SE & Co. KGaA, Bad Homburg v.d. Höhe, pursuant to Section 315 e of the German Commercial Code (HGB), published in the Federal Gazette and drawn up for the smallest circle of companies. The consolidated financial statements for the largest circle of companies are drawn up by Fresenius Management SE, Bad Homburg v.d. Höhe, and also published in the Federal Gazette.

The preparation of consolidated financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Such financial statements reflect all adjustments that, in the opinion of management, are necessary for a fair presentation of the results of the periods presented. All such adjustments are of a normal recurring nature. Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in all future periods affected.

In order to improve clarity of presentation, various items are aggregated in the consolidated balance sheets and consolidated statements of income. These items are analyzed separately in the notes where this provides useful information to the users of the consolidated financial statements.

The consolidated balance sheets contain all information required to be disclosed by IAS 1 (Presentation of Financial Statements) and are in accordance with Accounting Interpretation 1 (AIC 1, Balance Sheet Classification according to current/non-current distinction in compliance with IAS 1) classified on the basis of the liquidity of assets and liabilities following the consolidated balance sheets. The consolidated statements of income are classified using the cost-of-sales accounting format.

Cost report receivables from Medicare and Medicaid and amounts due from managed locations in the amount of €120,155 and €27,105, respectively, in the prior years' comparative consolidated financial statements have been reclassified from other currents assets see note 9 to trade accounts receivable see note 7 to conform to the current year's presentation.

At February 26, 2018, the Management Board authorized the consolidated financial statements for issue and passed it through to the Supervisory Board for review and authorization.

Significant accounting policies

a) Principles of consolidation and composition of the group

The financial statements of consolidated entities have been prepared using uniform accounting methods in accordance with IFRS 10 (Consolidated Financial Statements). The acquisitions of companies are accounted for under the purchase method.

Besides FMC AG & CO. KGAA, the consolidated financial statements include all material subsidiaries according to IFRS 10 and IFRS 11, over which the Company has control. FMC AG & CO. KGAA controls an entity if it has power over the entity through existing rights that give the Company the current ability to direct the activities that significantly affect the Company's return. In addition, the Company is exposed to, or has rights to, variable returns from the involvement with the entity and the Company has the ability to use its power over the entity to affect the amount of the Company's return.

The equity method is applied in accordance with IAS 28 (Investments in Associates and Joint Ventures). Generally, equity method investees are entities in which FMC AG & CO. KGAA, directly or indirectly, holds 50% or less of the voting power and can exercise significant influence over their financial and operating policies.

Since 2010, the disclosure of business acquisitions is performed according to IFRS 3 (2008) (Business Combinations) by offsetting investments in subsidiaries against the underlying revaluated equity at the date of acquisition. The identifiable assets and liabilities of subsidiaries as well as the noncontrolling interests are recognized at their fair values. Any remaining debit balance is recognized as goodwill and is tested at least once a year for impairment. Any excess of the net fair value of identifiable assets and liabilities over cost still existing after reassessing the purchase price allocation is recognized immediately in profit or loss.

All significant intercompany revenues, expenses, income, receivables and payables are eliminated. Profits and losses on items of property, plant and equipment and inventory acquired from other group entities are also eliminated.

Deferred tax assets and liabilities are recognized on temporary differences resulting from consolidation procedures.

Noncontrolling interest is the portion of equity in a subsidiary not attributable, directly or indirectly, to a parent and is recognized at its fair value at date of first consolidation. Profits and losses attributable to the noncontrolling interests are separately disclosed in the consolidated statements of income.

As far as the Company, as option writer on behalf of existing put options, can be obliged to purchase noncontrolling interests held by third parties, the potential purchase price liability is recorded in other current provisions and other current liabilities and other non-current provisions and other non-current liabilities at fair value at the balance sheet date. According to the present access method, noncontrolling interests are further recorded in equity as "noncontrolling interests". The initial recognition of the purchase price liability, as well as valuation differences, are recorded neutral to profit or loss by reclassification from equity see note 1g.

The consolidated financial statements for 2017 include FMC AG & CO. KGAA as well as 2,180 companies. In 2017, 50 companies were accounted for by the equity method. Since beginning of 2017, 185 companies were first-time consolidations and 40 companies were deconsolidated.

The complete list of investments of FMC AG & CO. KGAA will be submitted to the electronic Federal Gazette and the electronic companies register.

For 2017, the following fully consolidated German subsidiaries of the Company will apply the exemption provided in Section 264 (3) or Section 264 b of the HGB and therefore will be exempt from applying certain legal requirements to prepare notes to the statutory standalone financial statements and a management report as well as the requirements of an independent audit and public disclosure.

5.6 COMPANIES EXEMPT FROM APPLYING CERTAIN LEGAL REQUIREMENTS

Name of the Company	Registered Office of the Company
Ärztliches Versorgungszentrum Ludwigshafen GmbH im Lusanum	Ludwigshafen am Rhein, Germany
DiZ München Nephrocare GmbH	Munich, Germany
ET Software Developments GmbH	Sandhausen, Germany
Fresenius Medical Care Beteiligungsgesellschaft mbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Deutschland GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care EMEA Management GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Frankfurt am Main GmbH	Frankfurt am Main, Germany
Fresenius Medical Care GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Investment GmbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Beteiligungsgesellschaft mbH	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Vermögensverwaltungs GmbH & Co. KG	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care US Zwei Vermögensverwaltungs GmbH & Co. KG	Bad Homburg v.d. Höhe, Germany
Fresenius Medical Care Ventures GmbH	Bad Homburg v.d. Höhe, Germany
Haas Medizintechnik GmbH	Beelitz, Germany
Medizinisches Versorgungszentrum Berchtesgaden GmbH	Berchtesgaden, Germany
MVZ Gelsenkirchen-Buer GmbH	Gelsenkirchen, Germany
Nephrocare Ahrensburg GmbH	Ahrensburg, Germany
Nephrocare Augsburg GmbH	Augsburg, Germany
Nephrocare Berlin-Weißensee GmbH	Berlin, Germany
Nephrocare Betzdorf GmbH	Betzdorf, Germany
Nephrocare Bielefeld GmbH	Bielefeld, Germany
Nephrocare Buchholz GmbH	Buchholz, Germany
Nephrocare Daun GmbH	Daun, Germany
Nephrocare Deutschland GmbH	Bad Homburg v.d. Höhe, Germany
Nephrocare Döbeln GmbH	Döbeln, Germany
Nephrocare Friedberg GmbH	Friedberg, Germany
Nephrocare Grevenbroich GmbH	Grevenbroich, Germany
Nephrocare Hagen GmbH	Hagen, Germany

5.6 COMPANIES EXEMPT FROM APPLYING CERTAIN LEGAL REQUIREMENTS

Name of the Company	Registered Office of the Company
Nephrocare Hamburg-Altona GmbH	Hamburg, Germany
Nephrocare Hamburg-Barmbek GmbH	Hamburg, Germany
Nephrocare Hamburg-Süderelbe GmbH	Hamburg, Germany
Nephrocare Ingolstadt GmbH	Ingolstadt, Germany
Nephrocare Kaufering GmbH	Kaufering, Germany
Nephrocare Krefeld GmbH	Krefeld, Germany
Nephrocare Lahr GmbH	Lahr, Germany
Nephrocare Leverkusen GmbH	Leverkusen, Germany
Nephrocare Ludwigshafen GmbH	Ludwigshafen am Rhein, Germany
Nephrocare Mannheim GmbH	Mannheim, Germany
Nephrocare Mönchengladbach GmbH	Mönchengladbach, Germany
Nephrocare München-Ost GmbH	Munich, Germany
Nephrocare Münster GmbH	Münster, Germany
Nephrocare Oberhausen GmbH	Oberhausen, Germany
Nephrocare Papenburg GmbH	Papenburg, Germany
Nephrocare Pirmasens GmbH	Pirmasens, Germany
Nephrocare Püttlingen GmbH	Püttlingen, Germany
Nephrocare Rostock GmbH	Rostock, Germany
Nephrocare Salzgitter GmbH	Salzgitter, Germany
Nephrocare Schrobenhausen GmbH	Schrobenhausen, Germany
Nephrocare Starnberg GmbH	Starnberg, Germany
Nephrocare Wetzlar GmbH	Wetzlar, Germany
Nephrologisch-Internistische Versorgung Ingolstadt GmbH	Ingolstadt, Germany
Nova Med GmbH Vertriebsgesellschaft für medizinischtechnische Geräte und Verbrauchsartikel	Bad Homburg v.d. Höhe, Germany
VIVONIC GmbH	Aschaffenburg, Germany
Zentrum für Nieren- und Hochdruckkrankheiten Bensheim GmbH	Bensheim, Germany

b) Cash and cash equivalents

Cash and cash equivalents comprise cash funds and all short-term investments with original maturities of up to three months. Short-term investments are highly liquid and readily convertible into known amounts of cash. The risk of changes in value is insignificant.

c) Trade accounts receivables

Trade accounts receivables are posted at the nominal value less individual allowances for doubtful accounts. For information regarding allowance for doubtful accounts see note 2c.

d) Inventories

Inventories are stated at the lower of cost (determined by using the average or first-in, first-out method) or net realizable value see note 8. Costs included in inventories are based on invoiced costs and/or production costs as applicable. Included in production costs are material, direct labor and production overhead, including depreciation charges.

e) Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation see note 10. Maintenance and repair costs (day-to-day servicing) are expensed as incurred. The Company recognizes in the carrying amount of an item of property, plant and equipment the cost of replacing parts and major inspections if it is probable that the future economic benefits associated with the item will flow to the Company and the cost can be measured reliably. Property and equipment under capital leases are stated at the present value of future minimum lease payments at the inception of the lease, less accumulated depreciation. Depreciation on property, plant and equipment is calculated using the straight-line method over the estimated useful lives of the assets ranging from 4 to 50 years for buildings and improvements with a weighted average life of 14 years and 3 to 19 years for machinery and equipment with a weighted average life of 11 years. Equipment held under capital leases and leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset. Internal use platform software that is integral to the computer equipment it supports is included in property, plant and equipment.

f) Intangible assets and goodwill

Intangible assets such as non-compete agreements, technology, distribution rights, patents, licenses to treat, licenses to manufacture, distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses, trade names, management contracts, application software, acute care agreements, customer relationships and lease agreements are recognized and reported apart from goodwill see note 11. Patient relationships however are not reported as separate intangible assets due to the missing contractual basis but are part of goodwill.

Goodwill and identifiable intangibles with indefinite useful lives are not amortized but tested for impairment annually or when an event becomes known that could trigger an impairment. The Company identified trade names and certain qualified management contracts as intangible assets with indefinite useful lives because, there is no foreseeable limit to the period over which those assets are expected to generate net cash inflows for the Company.

Intangible assets with finite useful lives are amortized over their respective useful lives to their residual values. The Company amortizes non-compete agreements over their useful life which on average is 8 years. Technology is amortized over its useful life of 15 years. Internally developed intangibles are amortized on a straight-line basis over a useful life of 9 years. Licenses to manufacture distribute and sell pharmaceutical drugs, exclusive contracts and exclusive licenses are amortized over their useful life which on average is 11 years. Customer relationships are amortized over their useful life of 9 years. All other intangible assets are amortized over their weighted average useful lives of 6 years. The weighted average useful life of all amortizable intangible assets is 9 years. Intangible assets with finite useful lives are evaluated for impairment when events have occurred that may give rise to an impairment see note 1m.

To perform the annual impairment test of goodwill, the Company identified its groups of cash generating units (CGUS) and determined their carrying value by assigning the assets and liabilities, including the existing goodwill and intangible assets, to those CGUS. CGUS reflect the lowest level on which goodwill is monitored for internal management purposes.

One CGU was identified in the North America Segment, in the EMEA Segment, in the Asia-Pacific Segment and in the Latin America Segment. For the purpose of goodwill impairment testing, all corporate assets and liabilities are allocated to the CGUS. At least once a year, the Company compares the recoverable amount of each CGU to the CGU's carrying amount. The recoverable amount (value in use) of a CGU is determined using a discounted cash flow approach based upon the cash flow expected to be generated by the CGU. In case that the value in use of the CGU is less than its carrying amount, the difference is at first recorded as an impairment of the carrying amount of the goodwill.

To evaluate the recoverability of intangible assets with indefinite useful lives, the Company compares the fair values of intangible assets with their carrying values. An intangible asset's fair value is determined using a discounted cash flow approach or other methods, if appropriate.

For further information see note 2a.

g) Financial instruments

The following categories according to IAS 39 (Financial Instruments: Recognition and Measurement) are relevant for the Company: loans and receivables, financial liabilities measured at amortized cost, available for sale financial assets as well as financial assets/liabilities measured at fair value through profit or loss. All other categories are immaterial or not existing. No financial instruments were reclassified during the reporting period.

The Company classifies its financial instruments into the following classes according to their character: cash and cash equivalents, assets recognized at carrying amount, liabilities recognized at carrying amount, assets recognized at fair value, liabilities recognized at fair value, noncontrolling interests subject to put provisions, derivatives designated as hedging instruments and derivatives not designated as hedging instruments.

Note 23 provides an overview about the relationship between classes and categories as well as the reconciliation to the balance sheet line items.

Purchases and sales of financial assets are accounted for on the trading day. The Company does not make use of the fair value option, which allows financial assets or financial liabilities to be classified at fair value through profit or loss upon initial recognition.

Investments in equity instruments, debt instruments and fund shares are classified as available for sale financial assets and measured at fair value. The Company regularly reviews if objective substantial evidence occurs that would indicate an impairment of a financial asset or a portfolio of financial assets. After testing the recoverability of these assets, a possible impairment loss is recorded in the consolidated statement of income. Gains and losses of available for sale financial assets are recognized in accumulated other comprehensive income (loss) (AOCI) in shareholders' equity until the financial asset is disposed of or if it is considered to be impaired. In these cases the accumulated net loss recorded in AOCI is transferred to the income statement.

The Company, as option writer on behalf of existing put options, can be obligated to purchase the noncontrolling interests held by third parties. The 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 all or part of third-party owners' noncontrolling interests at the appraised fair value at the time of exercise. The methodology the Company uses to estimate the fair values of the noncontrolling interest subject to put provisions assumes the greater of net book value or a multiple of earnings, based on historical earnings, development stage of the underlying business and other factors. Additionally, there are put provisions that are valued by an external valuation firm. The external valuation estimates the fair values using a combination of discounted cash flows and a multiple of earnings and/or revenue. When applicable, the obligations are discounted at a pre-tax discount rate. The estimated fair values of the noncontrolling interests subject to these put provisions can also fluctuate, the discounted cash flows and the implicit multiple of earnings and/or revenue at which these noncontrolling interest obligations may ultimately be settled could vary significantly from the Company's current estimates depending upon market conditions.

At December 31, 2017, 2016 and 2015 the Company's potential obligations under these put provisions, which are recorded in other current liabilities and other non-current liabilities, were €830,773, €1,007,733 and €791,075, respectively. At December 31, 2017, 2016 and 2015, put provisions with an aggregate purchase obligation of €324,814, €287,953 and €215,201, respectively, were exercisable. In the last three fiscal years ending December 31, 2017, 33 such put provisions have been exercised for a total consideration of €120,023.

Derivative financial instruments which primarily include foreign currency forward contracts and interest rate swaps are recognized as assets or liabilities at fair value in the balance sheet see note 23. From time to time, the Company may enter into other types of derivative instruments which are dealt with on a transaction by transaction basis. Changes in the fair value of derivative financial instruments classified as fair value hedges and in the corresponding underlying assets and liabilities are recognized periodically in earnings, while the effective portion of changes in fair value of derivative financial instruments classified as cash flow hedges is recognized in AOCI in shareholders' equity. The ineffective portion is recognized in current net earnings. The change in fair value of derivatives that do not qualify for hedge accounting is recorded in the income statement and usually offsets the changes in value recorded in the income statement for the underlying asset or liability.

Derivatives embedded in host contracts are accounted for as separate derivatives if their economic characteristics and risks are not closely related to those of the host contracts and the host contracts are not designated as available for sale financial asset or designated at fair value though profit or loss. These embedded derivatives are measured at fair value with changes in fair value recognized in the income statement.

h) Foreign currency translation

For purposes of these consolidated financial statements, the euro is the reporting currency. The requirement to report in euro arises from Section 315 e and Section 244 HGB. Substantially all assets and liabilities of foreign subsidiaries, that use a functional currency other than the euro, are translated at year-end exchange rates, while revenues and expenses are translated at average exchange rates. Adjustments for foreign currency translation fluctuations are excluded from net earnings and are reported in AOCI. In addition, the translation adjustments of certain intercompany borrowings, which are of a long-term nature, are reported in AOCI.

The exchange rates of the U.S. dollar affecting foreign currency translation developed as follows:

5.7 EXCHANGE RATES
1 US$ in €

	spot exchange rate Dec. 31	average exchange rate
2017	0.83382	0.88519
2016	0.94868	0.90342
2015		0.90131

i) Revenue recognition

Health care service revenues, other than the hospitalist revenues discussed below, are recognized on the date the patient receives treatment and includes amounts related to certain services, products and supplies utilized in providing such treatment. The patient is obligated to pay for health care services at amounts estimated to be receivable based upon the Company's standard rates or at rates determined under reimbursement arrangements. In the U.S., these arrangements are generally with third party payors, such as Medicare, Medicaid or commercial insurers. Outside the U.S., the reimbursement is usually made through national or local government programs with reimbursement rates established by statute or regulation.

Health care product revenues are recognized upon transfer of title to the customer, either at the time of shipment, upon receipt or upon any other terms that clearly define passage of title. Health care product revenues are normally based upon pre-determined rates that are established by contractual arrangement.

For both health care service revenues and health care product revenues, patients, third party payors and customers are billed at our standard rates net of contractual allowances, discounts or rebates to reflect the estimated amounts to be receivable from these payors.

In the U.S., hospitalist revenues are reported at the estimated net realizable amount from third-party payors, client hospitals, and others at the time services are provided. Third-party payors include federal and state agencies (under the Medicare and Medicaid programs), managed care health plans, and commercial insurance companies. Inpatient acute care services rendered to Medicare and Medicaid program beneficiaries are paid according to a fee-for-service schedule. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Inpatient acute care services generated through payment arrangements with managed care health plans and commercial insurance companies are recorded on an accrual basis in the period in which services are provided at established rates.

A portion of health care product revenues outside the North America Segment is generated from arrangements which give the customer, typically a health care provider, the right to use dialysis machines. In the same contract the customer agrees to purchase the related treatment disposables at a price marked up from the standard price list. If the right to use the machine is conveyed through an operating lease, FMC AG & CO. KGAA does not recognize revenue upon delivery of the dialysis machine but recognizes revenue on the sale of disposables with revenue for the use of dialysis machines recognized over the term of the lease contract. If the lease of the machines is a sales type lease, ownership of the dialysis machine is transferred to the user upon installation of the dialysis machine at the customer site. In this type of contract, revenue is recognized in accordance with the accounting principles for sales type leases.

Any tax assessed by a governmental authority that is incurred as a result of a revenue transaction (e.g. sales tax) is excluded from revenues and the related revenue is reported on a net basis.

j) Capitalized interest

The Company includes capitalized interest as part of the cost of the asset if it is directly attributable to the acquisition, construction or manufacture of qualifying assets. For the fiscal years 2017, 2016 and 2015, interest of €4,758, €4,475 and €5,482, based on an average interest rate of 4.19%, 4.64% and 4.48%, respectively, was recognized as a component of the cost of assets.

k) Research and development expenses

Research is the original and planned investigation undertaken with the prospect of gaining new scientific or technical knowledge. Development is the technical and commercial implementation of research results and takes place before the start of commercial production or use. Research costs are expensed as incurred. Development costs that fully meet the criteria for the recognition of an intangible asset set out in IAS 38 (Intangible Assets) are capitalized as intangible asset.

l) Income taxes

Current taxes are calculated based on the profit (loss) of the fiscal year and in accordance with local tax rules of the respective tax jurisdictions. Expected and executed additional tax payments and tax refunds for prior years are also taken into account.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the single entity's financial statement carrying amounts of existing assets and liabilities and their respective tax basis, tax credits and tax loss carryforwards which are probable to be utilized. Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realized or the liability is settled, based on tax rates that have been enacted or substantially enacted by the end of the reporting period. A change in tax rate for the calculation of deferred tax assets and liabilities is recognized in the period the new laws are enacted or substantively enacted. The effects of the adjustment are generally recognized in the income statement. The effects of the adjustment are recognized in equity, if the temporary differences are related to items directly recognized in equity.

Deferred tax liabilities are not recognized if they arise from the initial recognition of goodwill. In addition, deferred tax assets and liabilities are not recognized if they arise from the initial recognition of an asset or a liability in a transaction other than a business combination that at the time of the transaction affects neither accounting profit nor taxable profit or loss.

The carrying amount of a deferred tax asset is reviewed at each balance sheet date. A deferred tax asset is recognized to the extent that the utilization of parts or all of it is probable because sufficient taxable profit will be available see note 4 f. The determination of future taxable income is based on assumptions on future market conditions and future profits of FMC AG & CO. KGAA and considers all currently available information as well as the level of historical taxable income. In addition, the determination of the recoverable amount of deferred tax assets considers implemented tax strategies.

The Company recognizes assets and liabilities for uncertain tax treatments to the extent it is probable the tax will be recovered or that the tax will be payable, respectively. The Company recognizes interest and penalties related to its income tax positions as income tax expense.

m) Impairment

The Company reviews the carrying amount of its property, plant and equipment, its intangible assets with definite useful lives as well as other non-current assets for impairment whenever events or changes in circumstances indicate that the carrying amount is higher than the asset's net realizable value or its value in use in accordance with IAS 36 (Impairment of Assets). The net realizable value of an asset is defined as its fair value less costs to sell. The value in use is the present value of future cash flows expected to be derived from the relevant asset. If it is not possible to estimate the future cash flows from the individual assets, impairment is tested on the basis of the future cash flows of the corresponding CGUS.

Impairment losses, except impairment losses recognized on goodwill, are reversed up to the amount of the amortised acquisition cost, as soon as the reasons for impairment no longer exist.

Long-lived assets to be disposed of by sale are reported at the lower of carrying value or fair value less cost to sell and depreciation is ceased. Long-lived assets to be disposed of other than by sale are considered to be held and used until disposal.

n) Debt issuance costs

Debt issuance costs related to a recognized debt liability are presented on the balance sheet as a direct deduction from the carrying amount of that debt liability. These costs are amortized over the term of the related obligation see note 14.

o) Self-insurance programs

See note 2d.

p) Concentration of risk

The Company is engaged in the manufacture and sale of products for all forms of kidney dialysis, principally to health care providers throughout the world, and in providing kidney dialysis treatment. The Company also provides additional health care services under Care Coordination. The Company performs ongoing evaluations of its customers' financial condition and, generally, requires no collateral.

Revenues which were earned and subject to regulations under Medicare and Medicaid, governmental health care programs administered by the United States government, were approximately 34%, 33%, and 33% of the Company's worldwide revenues in 2017, 2016 and 2015, respectively.

See note 2c for concentration risks of debtors or group of debtors as well as note 8 for discussion of suppliers with long-term purchase commitments.

q) Legal contingencies

See note 2b.

r) Other provisions

In accordance with IAS 12 (Income Taxes) and IAS 37 (Provisions, Contingent Liabilities and Contingent Assets), accruals for taxes and other obligations are recognized when there is a present obligation to a third party arising from past events, it is probable that the obligation will be settled in the future and the required amount can be reliably estimated. Provisions by their nature are more uncertain than most other items in the statement of financial position.

Tax accruals include obligations for the current year and for prior periods.

Non-current provisions with a remaining period of more than one year are discounted to the present value of the expenditures expected to settle the obligation.

s) Earnings per share

Basic earnings per share is calculated in accordance with IAS 33 (Earnings per Share). Basic earnings per share is calculated by dividing net income attributable to shareholders by the weighted average number of shares outstanding during the year. Diluted earnings per share include the effect of all potentially dilutive instruments on shares that would have been outstanding during the years presented had the dilutive instruments been issued.

Equity-settled awards granted under the Company's stock incentive plans see note 20, are potentially dilutive equity instruments.

t) Treasury stock

The Company may, from time to time, acquire its own shares (Treasury Stock) as approved by its shareholders. The acquisition, sale or retirement of its Treasury Stock is recorded separately in equity. For the calculation of basic earnings per share, treasury stock is not considered outstanding and is therefore deducted from the number of shares outstanding with the value of such Treasury Stock shown as a reduction of the Company's equity.

u) Employee benefit plans

Pension obligations for post-employment benefits are measured in accordance with IAS 19 (revised 2011) (Employee Benefits) using the projected unit credit method, taking into account future salary and trends for pension increase.

The Company uses December 31 as the measurement date when measuring the funded status of all plans.

For the Company's funded benefit plans the defined benefit obligation is offset against the fair value of plan assets (funded status). A pension liability is recognized in the consolidated balance sheet if the defined benefit obligation exceeds the fair value of plan assets. A pension asset is recognized (and reported under "Other non-current assets" in the consolidated balance sheet) if the fair value of plan assets exceeds the defined benefit obligation and if the Company has a right of reimbursement against the fund or a right to reduce future payments to the fund.

Net interest costs are calculated by multiplying the benefit obligation (fair value of plan assets) at beginning of the year with the discount rate utilized in determining the benefit obligation.

Remeasurements include actuarial gains and losses resulting from the evaluation of the defined benefit obligation as well as from the difference between actual and expected return on plan assets. In the event of a surplus for a defined benefit pension plan remeasurements can also contain the effect from asset ceiling, as far as this effect is not included in net interest costs.

Remeasurements are recognized in AOCI completely. It is not allowed to reclassify the remeasurements in subsequent periods. Components of net periodic benefit cost are recognized in profit and loss of the period.

v) Share-based plans

The grant date fair value of stock options and convertible equity instruments that are settled by delivering equity-instruments granted to the Management Board and executive employees of the Group entities by FMC AG & CO. KGAA is measured in accordance with IFRS 2 (share-based payments) using the binominal option pricing model and recognized as expense over the vesting period of the stock option plans. For certain exceptions a shorter vesting period may apply after which the stock options will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled phantom stocks granted to the Management Board and executive employees of the Company is calculated in accordance with IFRS 2 using the binominal option pricing model. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the phantom stock plans. For certain exceptions a shorter vesting period may apply after which the phantom stocks will not forfeit in any way. In such cases the vesting period is shortened accordingly.

The balance sheet date fair value of cash-settled performance shares granted to the Management Board and executive employees of the Company is calculated using the Monte Carlo pricing model in accordance with IFRS 2. The corresponding liability based on the balance sheet date fair value is accrued over the vesting period of the performance share plan. For certain exceptions a shorter vesting period may apply after which the performance shares will not forfeit in any way. In such cases the vesting period is shortened accordingly.

Two of the Company's subsidiaries are authorized to issue Incentive Units see note 20. The balance sheet date fair value of the awards under the subsidiary stock incentive plans, whereby Incentive Units are issued by certain of the Company's subsidiaries, is calculated in accordance with IFRS 2 using the Monte Carlo pricing model. The corresponding liability is accrued over the vesting period of the Incentive Units.

w) Recent pronouncements

Recently implemented accounting pronouncements

The Company has prepared its consolidated financial statements at December 31, 2017 in conformity with IFRS that have to be applied for fiscal years beginning on January 1, 2017. In 2017, the Company applied the following new standard relevant for its business for the first time: Amendments to IAS 7, Statement of Cash Flows.

In January 2016, the IASB issued amendments to IAS 7, Statement of Cash Flows. The amendments are intended to improve the information related to the change in a company's debt by providing additional annual disclosures. The standard is effective for fiscal years beginning on or after January 1, 2017. The Company initially presents the amendments to IAS 7 in the Consolidated Financial Statements as of December 31, 2017.

Recent accounting pronouncements not yet adopted

The IASB issued the following new standards which are relevant for the Company:

- IFRS 15, Revenue from Contracts with Customers
- IFRS 9, Financial Instruments
- IFRS 16, Leases
- IFRS 17, Insurance Contracts

In May 2014, the IASB issued IFRS 15, Revenue from Contracts with Customers. This new standard specifies how and when companies reporting under IFRS will recognize revenue as well as providing users of financial statements with more informative and relevant disclosures. IFRS 15 supersedes IAS 18, Revenue, IAS 11, Construction Contracts and a number of revenue-related interpretations. While this standard applies to nearly all contracts with customers, the main exceptions are leases, financial instruments and insurance contracts. In September 2015, the IASB issued the amendment "Effective Date of IFRS 15", which defers the effective date of IFRS 15 by one year to fiscal years beginning on or after January 1, 2018. Earlier adoption is permitted. The Company did not adopt IFRS 15 early and evaluated the impact of IFRS 15, in conjunction with all amendments to the standard, on its Consolidated Financial Statements.

Based on findings the Company obtained so far, it expects differences from the current accounting mainly in the calculation of the transaction price for health care services provided. IFRS 15 requires the consideration of implicit price concessions when determining the transaction price. This will lead to a corresponding decrease of revenue from health care services and thus, the implicit price concessions will no longer be included in selling, general and administrative expenses as an allowance for doubtful accounts. This issue showed a decrease of revenue by 2.7% or €486,140 for 2017, without any effect on net income. There are no material contract assets or contract liabilities resulting from the implementation of IFRS 15. Revenue from lease contracts will be disclosed separately from IFRS 15 revenue in the notes to the consolidated financial statements in the future. The Company expects to implement IFRS 15 using the cumulative effect method and is continuing to evaluate accounting policy options. The Company intends to apply IFRS 15 only to open contracts as of January 1, 2018.

In July 2014, the IASB issued a new version of IFRS 9, Financial Instruments. This IFRS 9 version is considered the final and complete version, thus, mainly replacing IAS 39 as soon IFRS 9 is applied. It includes all prior guidance on the classification and measurement of financial assets and financial liabilities as well as hedge accounting and introduces requirements for impairment of financial instruments as well as modified requirements for the measurement categories of financial assets. The impairment provisions reflect a model that relies on expected losses (expected loss model). This model comprises a three stage approach. Upon recognition an entity shall recognize losses that are expected within the next 12 months. If credit risk deteriorates significantly, from that point in time, impairment losses shall amount to lifetime expected losses. In case of objective evidence of impairment there is an assignment to stage 3. The provisions for classification and measurement are amended by introducing an additional third measurement category for certain debt instruments. Such instruments shall be measured at fair value with changes recognized in other comprehensive income (fair value through other comprehensive income). The standard is accompanied by additional disclosure requirements and is effective for fiscal years beginning on or after January 1, 2018. Earlier adoption is permitted. The Company did not adopt IFRS 9 early. In accordance with IAS 39, the majority of the non-derivative financial assets are measured at amortized costs. The analysis on the business model and the contractual cash flow characteristics of each instrument is complete. The impact on the measurement of non-derivative financial assets under IFRS 9 will not be significant. For individual equity instruments, in the amount of approximately €27,000, the Company will use the option and present changes in fair value in other comprehensive income. The requirements for the classification and measurement of non-derivative financial liabilities have not changed significantly. Thus, the Company expects a limited impact on its Consolidated Financial Statements. Derivatives not designated as hedging instruments will continue to be classified and measured at fair value through profit and loss.

The Company will implement the simplified method to determine the provisions for risks from trade accounts receivable, receivables from lease contracts and contract assets according to IFRS 15. Starting point of the new impairment model is an analysis of trade accounts receivable based on individual maturity. For the determination of impairment losses in addition to historical loss rates also present and future information is included, to take foreseeable changes in the customer-specific or macroeconomic environment into account. The effect from the implementation of this simplified method will amount to approximately €10,000 and will be recorded as a debit to the respective assets and a credit to retained earnings. Based on currently available information, derivative financial instruments presently designated as hedging instruments are also qualified for hedge accounting according to the requirements of IFRS 9. Hedging instruments will be designated on a spot basis. The Company will use the option to recognize the forward element in other comprehensive income. The Company expects to implement IFRS 9 using the modified retrospective method.

In January 2016, the IASB issued IFRS 16, Leases, which supersedes the current standard on lease-accounting, IAS 17, as well as the interpretations IFRIC 4, SIC-15 and SIC-27. IFRS 16 significantly improves lessee accounting. For all leases, a lessee is required to recognize a right-of-use asset representing its right to use the underlying leased asset and a lease liability representing its obligation to make lease payments. Depreciation of the right-of-use asset and interest on the lease liability must be recognized in the income statement for every lease contract. Therefore, straight-line rental expenses will no longer be shown. The lessor accounting requirements in IAS 17 are substantially carried forward. The standard is effective for fiscal years beginning on or after January 1, 2019. Earlier application is permitted for entities that have also adopted IFRS 15, Revenue from Contracts with Customers. The Company decided that IFRS 16 will not be adopted early. The Company expects a balance sheet extension due to the on balance sheet recognition of right of use assets and liabilities for agreed lease payment obligations, currently classified as operating leases, resulting in particular from leased clinics and buildings. Based on a first impact analysis as of December 31, 2015 using certain assumptions and simplifications, the Company expects a financial debt increase of approximately €4,000,000. Referring to the consolidated statement of income, the Company expects an operating income improvement due to the split of rent expenses in depreciation and interest expenses, by having unchanged cash outflows. The Company also expects that its net leverage ratio (net debt as compared to Earnings before Interest, Taxes, Depreciation and Amortization, EBITDA), adjusted for acquisitions and divestitures made during the year with a purchase price above a €50,000 threshold as defined in the Amended 2012 Credit Agreement and non-cash charges) will increase by about 0.5. The impact on the Company will depend on the contract portfolio at the effective date, as well as the transition method. Based on a first impact analysis, the Company decided to apply the modified retrospective method. Currently, the Company is evaluating the accounting policy options of IFRS 16.

In May 2017, the IASB issued IFRS 17, Insurance Contracts. IFRS 17 establishes principles for the recognition, measurement, presentation and disclosure related to the issuance of insurance contracts. IFRS 17 replaces IFRS 4, Insurance Contracts, which was brought in as an interim Standard in 2004. IFRS 4 permitted the use of national accounting standards for the accounting of insurance contracts under IFRS. As a result of the varied application for insurance contracts there was a lack of comparability among peer groups. IFRS 17 eliminates this diversity in practice by requiring all insurance contracts to be accounted for using current values. The frequent updates to the insurance values are expected to provide more useful information to users of financial statements. IFRS 17 is effective for fiscal years beginning on or after January 1, 2021. Earlier adoption is permitted for entities that have also adopted IFRS 9 Financial Instruments and IFRS 15 Revenue from Contracts with Customers. The Company is evaluating the impact of IFRS 17 on the Consolidated Financial Statements.

The EU Commission's endorsement of IFRS 17 is still outstanding.

In the Company's view, all other pronouncements issued by the IASB do not have a material impact on the consolidated financial statements, as expected.

2. DISCRETIONARY DECISIONS AND SOURCES OF ESTIMATION UNCERTAINTIES

The Company's reported results of operations, financial position and net assets are sensitive to discretionary decisions, assumptions and estimates that are the basis for its financial statements. The critical accounting policies, the judgements made in the creation and application of these policies and the sensitivities of reported results to changes in accounting policies, discretionary decisions and estimates are factors to be considered along with the Company's financial statements. In the opinion of the Management of the Company, the following accounting policies, discretionary decisions and sources of estimation uncertainties are critical for the consolidated financial statements in the present economic environment.

a) Recoverability of goodwill and intangible assets

The growth of the business through acquisitions has created a significant amount of intangible assets, including goodwill, trade names, management contracts, non-compete agreements and customer relationships. At December 31, 2017, the carrying amount of goodwill and non-amortizable intangible assets amounted to €12,281,648 (€13,157,584 at December 31, 2016) representing approximately 51% and 52% of the Company's total assets at December 31, 2017 and 2016, respectively.

In accordance with IAS 36 (Impairment of Assets), the Company performs an impairment test of goodwill and non-amortizable intangible assets at least once a year for each reporting unit or more frequently if the Company becomes aware of events that occur or if circumstances change that would indicate the carrying value may not be recoverable see also note 1 f.

To comply with IFRS to determine possible impairments of these assets, the value in use of the CGUS is first compared to the CGUS' carrying amount.

The value in use of each CGU is determined using estimated future cash flows for the unit discounted by a weighted average cost of capital (WACC) specific to that CGU. Estimating the future cash flows involves significant assumptions, especially regarding future reimbursement rates and sales prices, number of treatments, sales volumes and costs. In determining discounted cash flows, the Company utilizes for every CGU its three-year budget, projections for years four to ten and a representative growth rate for all remaining years. Projections for up to ten years are possible due to the non-discretionary nature of the health care services the Company provides, the need for health care products utilized to provide such services and the availability of government reimbursement for a substantial portion of its services.

The CGU's average revenue growth for the ten year planning period is within a mid-single-digit range for the North America Segment, EMEA Segment and the Latin America Segment, whereas for the Asia-Pacific Segment the average revenue growth is in the high single-digits.

A substantial portion of the Company's profit is generated in North America. The Company expects a stable operating income margin with a higher margin in dialysis business compensating a lower margin in Care Coordination.

The CGU's expected growth rates for the period beyond ten years are: North America 1.0%, EMEA 0%, Asia-Pacific 4.0% and Latin America 3.45%. The discount factor is determined by the WACC of the respective CGU. The Company's WACC consists of a basic rate adjusted by a weighted average country risk rate and, if appropriate, by a factor to reflect higher risks associated with the cash flows from recent material acquisitions within each CGU, until they are appropriately integrated. In 2017 the pre-tax WACC, for the respective CGU is 7.25% (2016: 7.54%) for North America, 9.43% (2016: 8.64%) for EMEA, 7.35% (2016: 6.40%) for Asia Pacific and 17.93% (2016: 18.18%) for Latin America. An overview of the carrying amounts of goodwill and intangibles with the indefinite useful life for each CGU is shown in note 11.

To evaluate the recoverability of intangible assets with indefinite useful lives, the Company compares the fair values of intangible assets with their carrying values and intangible asset's fair value is determined using a discounted cash flow approach or other methods, if appropriate.

A prolonged downturn in the health care industry with lower than expected increases in reimbursement rates and/or higher than expected costs for providing health care services and for procuring and selling health care products could adversely affect the Company's estimated future cash flows. Future adverse changes in a reporting unit's economic environment of a CGU could affect the country specific risk rate and therefore the discount rate. Equally an increase of the general interest rate level could affect the base rate and therefore the discount rate. A decrease in the estimated future cash flows and/or a decline in the reporting units economic environment could result in impairment charges to goodwill and other intangible assets which could materially and adversely affect the Company's future financial position and operating results.

Sensitivity analysis showed that a rise in the respective WACC by one percentage point, that could be caused by an increase in the Company's beta factor or an increase in interest rates, would not lead to an impairment of any of its cash-generating units.

b) Legal contingencies

From time to time, during the ordinary course of operations, the Company is party to litigation and arbitration and is subject to investigations relating to various aspects of its business see note 22. The Company regularly analyzes current information about such claims for probable losses and provides accruals for such matters, including the estimated legal expenses and consulting services in connection with these matters, as appropriate. The Company utilizes its internal legal department as well as external resources for these assessments. In making the decision regarding the need for loss accrual, the Company considers the degree of probability of an unfavorable outcome and its ability to make a reasonable estimate of the amount of loss.

The filing of a suit or formal assertion of a claim or assessment, or the disclosure of any such suit or assertion, does not necessarily indicate that accrual of a loss is appropriate.

The outcome of these matters may have a material effect on the results of operations, financial position and net assets of the Company.

c) Trade accounts receivable and allowance for doubtful accounts

Trade accounts receivable are a substantial asset of the Company and the allowance for doubtful accounts is based upon a significant estimate made by management. Trade accounts receivable were €3,330,990 and €3,491,079 at December 31, 2017 and 2016, respectively, net of allowances for doubtful accounts of €474,891 at December 31, 2017 and €482,461 at December 31, 2016.

The Company sells health care products directly or through distributors in around 150 countries and provide health care services in around 50 countries. Most payors are government institutions or government-sponsored programs with significant variations between the countries and even between payors within one country in local payment and collection practices.

Receivables resulting from health care services are recognized and billed at amounts estimated to be collectable under government reimbursement programs and reimbursement arrangements with third party payors. U.S. Medicare and Medicaid government programs are billed at pre-determined net realizable rates per treatment that are established by statute or regulation. Revenues for non-governmental payors with which the Company has contracts or letters of agreement in place are recognized at the prevailing contract rates. The remaining non-governmental payors are billed at the Company's standard rates for services and, in the Company's North America Segment, a contractual adjustment is recorded to recognize revenues based on historic reimbursement. The contractual adjustment and the allowance for doubtful accounts are reviewed quarterly for their adequacy. No material changes in estimates were recorded for the contractual allowance in the periods presented. The collectability of accounts receivable is reviewed locally on a regular basis, generally monthly.

In the Company's North America Segment operations, the collection process is usually initiated 30 days after service is provided or upon the expiration of the time provided by contract. For Medicare and Medicaid, once the services are approved for payment, the collection process begins upon the expiration of a period of time based upon experience with Medicare and Medicaid. In all cases where co-payment is required the collection process usually begins within 30 days after service has been provided. In those cases where claims are approved for amounts less than anticipated or if claims are denied, the collection process usually begins upon notice of approval of the lesser amounts or upon denial of the claim. The collection process can be confined to internal efforts, including the accounting and sales staffs and, where appropriate, local management staff. If appropriate, external collection agencies may be engaged.

Public health institutions in a number of countries outside the U.S. require a significant amount of time until payment is made because a substantial number of payors are government entities whose payments are often determined by local laws and regulations and budget constraints. Depending on local facts and circumstances, the period of time to collect can be quite lengthy. In those instances where there are commercial payors, the same type of collection process is initiated as in the North America Segment.

Due to the number of subsidiaries and different countries that the Company operates in, the Company's policy of determining when a valuation allowance is required considers the appropriate individual local facts and circumstances that apply to an account. While payment and collection practices vary significantly between countries and even agencies within one country, government payors usually represent low to moderate credit risks. It is the Company's policy to determine when receivables should be classified as bad debt on a local basis taking into account local payment practices and local collection experience. A valuation allowance is calculated locally if specific circumstances indicate that amounts will not be collectible.

In the Company's EMEA Segment, Asia-Pacific Segment, Latin America Segment and North America Segment product division, for receivables overdue by more than one year, an additional valuation allowance is recorded based on an individual country risk, since the Company believes that the length of time to collect does indicate an increased credit risk.

When all efforts to collect a receivable, including the use of outside sources where required and allowed, have been exhausted, and after appropriate management review, a receivable deemed to be uncollectible is considered a bad debt and written off.

Write offs are taken on a claim-by-claim basis. Due to the fact that a large portion of its reimbursement is provided by public health care organizations and private insurers, the Company expects that most of its accounts receivables will be collectible, albeit potentially more slowly outside the North America Segment. A significant change in the Company's collection experience, deterioration in the aging of receivables and collection difficulties could require that the Company increases its estimate of the allowance for doubtful accounts. Any such additional bad debt charges could materially and adversely affect the Company's future operating results.

If, in addition to the Company's existing allowances, 1% of the gross amount of the Company's trade accounts receivable as of December 31, 2017 were uncollectible through either a change in the Company's estimated contractual adjustment or revised estimate of the collectability, the Company's operating income for 2017 would have been reduced by approximately 1.5%.

The following table shows the portion of major debtors or debtor groups of trade accounts receivable as at December 31, 2017 and 2016. No single debtor, other than U.S. Medicare and Medicaid, accounted for more than 5% of total trade accounts receivable in any of these years. Amounts pending approval from third party payors represented less than 3% of the accounts receivable at December 31, 2017.

5.8 COMPOSITION OF TRADE ACCOUNTS RECEIVABLE
December 31

	2017	2016
U.S. Government health care programs	28%	30%
U.S. commercial payors	15%	16%
U.S. hospitals	11%	8%
Self-pay of U.S. patients	1%	2%
Other North America Segment payors	2%	2%
Product customers and health care payors outside the North America Segment	43%	42%
▸ **TOTAL**	**100%**	**100%**

d) Self-insurance programs

Under the Company's insurance programs for professional, product and general liability, auto liability, worker's compensation and medical malpractice claims, the Company's largest subsidiary which is located in the U.S. is partially self-insured for professional liability claims. For all other coverages, the Company assumes responsibility for incurred claims up to predetermined amounts above which third party insurance applies. Reported liabilities for the year represent estimated future payments of the anticipated expense for claims incurred (both reported and incurred but not reported) based on historical experience and existing claim activity. This experience includes both the rate of claims incidence (number) and claim severity (cost) and is combined with individual claim expectations to estimate the reported amounts.

e) Noncontrolling interests subject to put provisions

The noncontrolling interests subject to put provisions are recognized at their fair value. For further information related to the estimation of these fair values, see notes 1g and 23.

f) Variable payments outstanding for acquisitions

Variable payments outstanding for acquisitions are recognized at their fair value. For further information related to the estimation of these fair values see note 23.

g) Income taxes

The Company is subject to ongoing and future tax audits in the U.S., Germany and other jurisdictions. Different interpretations of tax laws may lead to potential additional tax payments or tax refunds for prior years. To consider income tax provisions or income tax receivables of uncertain tax assessments management's estimations are based on local tax rules of the respective tax jurisdiction and the interpretation of such. Estimates are revised in the period in which there is sufficient evidence to revise the assumption. For further information to estimates related to the recoverability of deferred taxes see note 1l.

3. ACQUISITIONS, INVESTMENTS, PURCHASES OF INTANGIBLE ASSETS AND DIVESTITURES

The Company completed acquisitions, investments and the purchase of intangible assets in the amount of €682,676, €774,277 and €385,081 in 2017, 2016 and 2015, respectively. In 2017, €565,694 was paid in cash and €116,982 were assumed obligations and non-cash consideration. In 2016, €521,800 was paid in cash and €252,477 were assumed obligations and non-cash consideration. In 2015, €285,543 was paid in cash and €99,538 were assumed obligations and non-cash consideration.

Acquisitions

The Company made acquisitions of €638,307, €632,342 and €162,392 in 2017, 2016 and 2015, respectively in order to expand the scope of its services and to increase its market shares in the respective countries. In 2017, €521,325 was paid in cash and €116,982 were assumed obligations and non-cash consideration. In 2016, €379,865 was paid in cash and €252,477 were assumed obligations and non-cash consideration. In 2015, €90,267 was paid in cash and €72,125 were assumed obligations and non-cash consideration.

The Company's acquisition spending was driven primarily by the purchase of dialysis clinics in the normal course of its operations in 2017, 2016 and 2015 as well as the acquisition of an operator of day hospitals in Australia in 2017, the purchase of a medical technology company focusing on the treatment of lung and cardiac failure in 2016 and the purchase of a distributor in the Asia-Pacific Segment in 2015.

Impacts on consolidated financial statements from acquisitions

The assets and liabilities of all acquisitions were recorded at their estimated fair value at the date of the acquisition and are included in the Company's financial statements and operating results from the effective date of acquisition. The previous year's acquisitions did not have a significant impact on the consolidated financial statements in 2017.

The excess of the total acquisition costs over the fair value of the net assets acquired resulted in goodwill of €651,491 and €586,520 at December 31, 2017 and 2016, respectively.

The purchase price allocations for all collectively and individually non-material acquisitions for 2017 are not yet finalized. The Company is in the process of obtaining and evaluating the information necessary for the purchase price allocations, primarily related to property, plant and equipment, intangible assets, accounts receivable and other liabilities. In 2017, based on preliminary purchase price allocations, the Company recorded €651,491 of goodwill and €39,352 of intangible assets, which represent the share of both controlling and noncontrolling interests. Goodwill arose principally due to the fair value of the established streams of future cash flows for these acquisitions versus building similar franchises.

Business combinations during 2017 increased the Company's net income (net income attributable to shareholders of FMC AG & CO. KGAA) by €2,198, excluding the costs of the acquisitions, and revenue increased by €256,045. Total assets increased €758,720 due to business combinations.

Investments and purchases of intangible assets

Investments and purchases of intangible assets were €44,369, €141,935 and €222,689 in 2017, 2016 and 2015, respectively. These amounts were primarily driven by purchases of intangible assets and an investment in available for sale financial assets in 2017, an investment in available for sale financial assets and notes receivables related to an equity method investee in 2016 and an investment in available for sale financial assets and notes receivables related to an equity method investee as well as contributions to an equity method investee in 2015. Of this amount €44,369 and €141,935 were paid in cash in 2017 and 2016, respectively. In 2015, €195,276 was paid in cash and €27,413 were non-cash components.

Divestitures

Proceeds from divestitures were €437,031, €193,893 and €252,764 in 2017, 2016 and 2015, respectively. These amounts mainly related to the sale of a provider of non-dialysis laboratory testing services and a provider of outsourced clinical services in the North America Segment as well as divestitures of available for sale financial assets in 2017, a divestment of available for sale financial assets and the repayment of notes receivables related to an equity method investee in 2016 as well as the repayment of an investment-type loan granted to a middle-market dialysis provider, the divestiture of the dialysis service business in Venezuela and the transfer of marketing rights to an equity method investee in 2015. In 2017, €415,388 was received in cash and €21,643 were non-cash components. In 2016, €190,247 was received in cash and €3,646 were non-cash components. In 2015, €226,823 was received in cash and €25,941 were non-cash components.

4. NOTES TO THE CONSOLIDATED STATEMENTS OF INCOME

a) Selling, general and administrative expenses

Selling, general and administrative expenses are generated in the administrative, logistic and selling functions which are not attributable to research and development or production. In addition, general and administrative expenses included realized and unrealized foreign exchange gains and losses. In 2017, general and administrative expenses included a Foreign Corrupt Practices Act (FCPA) related charge of €200,000 see note 22, a net gain from the sale of fixed assets of €31,959 and from the sale of investments of €84,665. In 2016, general and administrative expenses included a net loss from the sale of fixed assets of €11,074 and a net gain from the sale of investments of €16,455. In 2015, general and administrative expenses included a net loss from the sale of fixed assets of €6,380 and a net gain from the sale of investments of €11,189. In addition in 2015, general and administrative expenses included a net amount of $60,000 (€54,078) in relation to the NaturaLyte® and GranuFlo® agreement in principle. For further information see note 22.

b) Research and development expenses

Research and development expenses of €130,704 (2016: €146,511 and 2015: €128,128) included research and non-capitalizable development costs as well as depreciation and amortization expenses related to capitalized development costs of €432 (2016: €724 and 2015: €1,673).

c) Cost of materials

The cost of materials for the year ended December 31, 2017, 2016 and 2015 consisted of the following:

5.9 COST OF MATERIALS
in € THOUS

	2017	2016	2015
Cost of raw materials, supplies and purchased components	4,305,683	3,696,528	3,601,588
Cost of purchased services	450,417	414,289	398,652
▸ **COST OF MATERIALS**	**4,756,100**	**4,110,817**	**4,000,240**

d) Personnel expenses

Included within costs of revenue, selling, general and administrative expenses and research and development expenses are personnel expenses in the amount of €6,900,023, €6,290,504 and €5,698,014 for the year ended December 31, 2017, 2016 and 2015, respectively. Personnel expenses consisted of the following:

5.10 PERSONNEL EXPENSES
in € THOUS

	2017	2016	2015
Wages and salaries	5,396,339	4,940,931	4,499,774
Social security contributions and cost of retirement benefits and social assistance	1,503,684	1,349,573	1,198,240
thereof retirement benefits	147,332	134,572	120,997
▸ **PERSONNEL EXPENSES**	**6,900,023**	**6,290,504**	**5,698,014**

The Company employed the following personnel on a full-time equivalents basis, on average, for the following years:

5.11 EMPLOYEES BY FUNCTION

	2017	2016	2015
Production and Services	98,547	94,201	90,251
Administration	9,962	9,318	9,023
Sales and Marketing	3,272	3,099	2,865
Research and Development	804	736	626
▸ **TOTAL**	**112,585**	**107,354**	**102,765**

e) Net interest

Net interest in the amount of €353,890 (2016: €366,369 and 2015: €352,825) included interest expense of €397,187 (2016: €408,508 and 2015: €457,895) and interest income of €43,297 (2016: €42,139 and 2015: €105,070). Interest expenses resulted mainly from the Company's financial liabilities which are not accounted for at fair value through profit and loss see note 13 and note 14. In 2017, interest income was mainly attributable to the valuation of the Share Options, interest on overdue receivables and lease receivables. In 2016, a large part of interest income was attributable to the valuation of the derivatives embedded in the Convertible Bonds. In 2015, interest income was mainly attributable to the valuation of the Share Options which the Company purchased in connection with the issuance of the Convertible Bonds as well as interest-bearing notes receivables see note 23.

f) Income taxes

Income before income taxes is attributable to the following geographic locations:

5.12 INCOME BEFORE INCOME TAXES
in € THOUS

	2017	2016	2015
Germany	(12,228)	191,377	124,416
U.S.	1,592,300	1,490,789	1,325,346
Other	428,477	360,367	325,914
▸ **TOTAL**	**2,008,549**	**2,042,533**	**1,775,676**

Income tax expense (benefit) for the years ended December 31, 2017, 2016 and 2015 consisted of the following:

5.13 INCOME TAX EXPENSE (BENEFIT)
in € THOUS

	2017	2016	2015
Current			
Germany	86,069	50,625	65,102
U.S.	440,000	454,448	413,502
Other	130,992	128,320	124,910
	657,061	**633,393**	**603,514**
Deferred			
Germany	(36,022)	(23,703)	(47,857)
U.S.	(156,704)	27,570	(734)
Other	(10,320)	(14,779)	10,103
	(203,046)	**(10,912)**	**(38,488)**
▸ **TOTAL**	**454,015**	**622,481**	**565,026**

A reconciliation between the expected and actual income tax expense is shown below. The expected corporate income tax expense is computed by applying the German corporation tax rate (including the solidarity surcharge) and the trade tax rate on income before income taxes. The German combined statutory tax rates were 29.90%, 29.69% and 29.62% for the fiscal years ended December 31, 2017, 2016 and 2015, respectively.

5.14 RECONCILIATION OF INCOME TAXES
in € THOUS

	2017	2016	2015
Expected corporate income tax expense	600,456	606,327	525,955
Tax free income	(44,302)	(37,495)	(32,190)
Income from equity method investees	(18,706)	(15,642)	(12,863)
Tax rate differentials	139,391	133,523	116,335
Non-deductible expenses	102,587	32,985	32,817
Taxes for prior years	(14,993)	(21,069)	17,998
Noncontrolling partnership interests	(105,832)	(105,536)	(98,666)
Tax on divestitures	–	–	13,477
Tax rate changes	(238,130)	(120)	1,869
Change in realizability of deferred tax assets and tax credits	7,254	5,945	(2,317)
Withholding taxes	6,606	7,909	6,914
Other	19,684	15,655	(4,303)
▸ **INCOME TAX EXPENSE**	**454,015**	**622,481**	**565,026**
Effective tax rate	22.6%	30.5%	31.8%

The tax effects of the temporary differences and net operating losses that give rise to deferred tax assets and liabilities at December 31, 2017 and 2016, are presented below:

5.15 DEFERRED INCOME TAX ASSETS AND LIABILITIES
in € THOUS

	2017	2016
Deferred tax assets		
Trade accounts receivable	19,821	11,899
Inventories	56,672	63,932
Intangible assets	6,925	7,366
Property, plant and equipment and other non-current assets	60,186	61,369
Provisions and other liabilities	116,045	337,766
Pension liabilities	80,868	109,234
Net operating loss carryforwards, tax credit carryforwards and interest carryforwards	118,994	130,954
Derivatives	2,215	5,487
Compensation expense related to stock options	16,933	13,463
Other	11,894	23,525
▶ **TOTAL DEFERRED TAX ASSETS**	**490,553**	**764,995**
Deferred tax liabilities		
Trade accounts receivable	18,171	25,121
Inventories	7,401	6,838
Intangible assets	410,941	670,134
Property, plant and equipment and other non-current assets	97,779	147,357
Provisions and other liabilities	6,714	49,809
Derivatives	2,480	9,822
Insurance recoveries	–	82,336
Other	99,439	144,105
▶ **TOTAL DEFERRED TAX LIABILITIES**	**642,925**	**1,135,522**
▶ **NET DEFERRED TAX LIABILITIES**	**(152,372)**	**(370,527)**

In the consolidated balance sheets, the accumulated amounts of deferred tax assets and liabilities are shown as follows:

5.16 NET DEFERRED INCOME TAX ASSETS AND LIABILITIES
in € THOUS

	2017	2016
Deferred tax assets	315,168	291,394
Deferred tax liabilities	467,540	661,921
▶ **NET DEFERRED TAX LIABILITIES**	**(152,372)**	**(370,527)**

The net operating losses included in the table below reflect U.S. federal tax, German corporate income tax, and other tax loss carryforwards in the various countries in which the Company operates, and expire as follows:

5.17 NET OPERATING LOSS CARRYFORWARDS
in € THOUS

2018	6,824
2019	10,810
2020	22,637
2021	10,146
2022	13,103
2023	2,428
2024	3,740
2025	4,753
2026	3,693
2027 and thereafter	118,855
Without expiration date	154,552
▸ **TOTAL**	**351,541**

Included in the balance of net operating loss carryforwards at December 31, 2017 are €166,036 not expected to be absorbed. Deferred tax assets regarding this portion are not recognized.

In assessing the realizability of deferred tax assets, management considers to which extent it is probable that the deferred tax asset will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences and tax loss carryforwards become deductible. Management considers the expected reversal of deferred tax liabilities and projected future taxable income in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is probable the Company will realize the benefits of these deferred tax assets at December 31, 2017.

The Company provides for income taxes and foreign withholding taxes on the cumulative earnings of foreign subsidiaries and foreign subsidiaries in which the Company has ownership of less than 100% that will not be reinvested. At December 31, 2017, the Company provided for €11,744 (2016: €11,619) of deferred tax liabilities associated with earnings that are likely to be distributed in 2018 and the following years. Provision has not been made for additional taxes on €5,978,278 (2016: €7,037,959) undistributed earnings of foreign subsidiaries as these earnings are considered indefinitely reinvested. The earnings could become subject to additional tax if remitted or deemed remitted as dividends; however calculation of such additional tax is not practicable. These taxes would predominantly comprise foreign withholding tax on dividends of foreign subsidiaries, and German income tax; however, those dividends and capital gains would generally be 95% tax free for German tax purposes.

In the U.S., the tax reform was enacted by signature of the president of the Tax Cuts and Jobs Act on December 22, 2017. The Act reduces the U.S. corporate income tax rate from 35% to 21% effective from January 1, 2018. Deferred tax assets and liabilities expected to reverse in 2018 and beyond, have been remeasured using the corporate income tax rate that was enacted by the balance sheet date and will apply for future financial years. For the year ended December 31, 2017, the remeasurement of deferred tax assets and liabilities resulted in a deferred tax benefit of €235,692 which was recognized in tax expense affecting profit and loss and included in the balance of €238,130 in the reconciling item “tax rate changes” in the table “reconciliation of income taxes” above.

5. RELATED PARTY TRANSACTIONS

Fresenius SE is the Company's largest shareholder and owns 30.80% of the Company's outstanding shares, excluding treasury shares held by the Company, at December 31, 2017. The Company has entered into certain arrangements for services, leases and products with Fresenius SE or its subsidiaries and with certain of the Company's equity method investees as described in item a) below. The Company's terms related to the receivables or payables for these services, leases and products are generally consistent with the normal terms of the Company's ordinary course of business transactions with unrelated parties. Financing arrangements as described in item b) below have agreed upon terms which are determined at the time such financing transactions occur and reflect market rates at the time of the transaction. The relationship between the Company and its key management personnel who are considered to be related parties is described in item c) below. Our related party transactions are settled through Fresenius SE's cash management system where appropriate.

a) Service agreements, lease agreements and products

The Company is party to service agreements with Fresenius SE and certain of its affiliates (collectively the Fresenius SE companies) to receive services, including, but not limited to: administrative services, management information services, employee benefit administration, insurance, information technology services, tax services and treasury management services. The Company also provides central purchasing services to the Fresenius SE companies. These related party agreements generally have a duration of 1 to 5 years and are renegotiated on an as needed basis when the agreement comes due. The Company provides administrative services to one of its equity method investees. In 2015, the Company also performed marketing and distribution services for certain of its equity method investees.

The Company is a party to real estate operating lease agreements with the Fresenius SE companies, which mainly include leases for the Company's corporate headquarters in Bad Homburg, Germany and production sites in Schweinfurt and St. Wendel, Germany. The majority of the leases expire at the end of 2026. As of December 31, 2017 and 2016, future minimum rental payments under non-cancelable operating leases with Fresenius SE were €53,374 and €17,097 as well as €118,962 and €121,844 with other Fresenius SE affiliates, respectively. These minimum rental payments are included within the amounts disclosed in note 21.

In addition to the above mentioned service and lease agreements, the Company sold products to the Fresenius SE companies and made purchases from the Fresenius SE companies and equity method investees. In addition, Fresenius Medical Care Holdings, Inc. (FMCH) purchases heparin supplied by Fresenius Kabi USA, Inc. (Kabi USA), through an independent group purchasing organization (GPO). Kabi USA is an indirect, wholly-owned subsidiary of Fresenius SE. The Company has no direct supply agreement with Kabi USA and does not submit purchase orders directly to Kabi USA. FMCH acquires heparin from Kabi USA, through the GPO contract, which was negotiated by the GPO at arm's length on behalf of all members of the GPO.

The Company entered into an agreement with a Fresenius SE company for the manufacturing of plasma collection devices. The Company agreed to produce 3,500 units which can be further increased to a maximum of 4,550 units, over the length of the five year contract. On January 1, 2015, this manufacturing business was sold to Kabi USA for $9,327 (€8,567 at December 31, 2015) for which a fairness opinion was obtained from a reputable global accounting firm. The disposal was accounted for as a transaction between parties under common control at the carrying amounts without the generation of profits.

In December 2010, the Company formed the renal pharmaceutical company Vifor Fresenius Medical Care Renal Pharma Ltd., (VFMCRP), an equity method investee of which the Company owns 45%, with Galenica Ltd. (now known as Vifor Pharma Ltd). The Company has entered into exclusive supply agreements to purchase certain pharmaceuticals from VFMCRP.

Below is a summary, including the Company's receivables from and payables to the indicated parties resulting from the above described transactions with related parties.

5.18 SERVICE AGREEMENTS, LEASE AGREEMENTS AND PRODUCTS

in € THOUS

	2017		2016		2015		December 31, 2017		December 31, 2016	
	Sales of goods and services	Purchases of goods and services	Sales of goods and services	Purchases of goods and services	Sales of goods and services	Purchases of goods and services	Accounts receivable	Accounts payable	Accounts receivable	Accounts payable
Service agreements[1]										
Fresenius SE	381	21,704	389	20,220	229	18,262	40	2,948	132	51
Fresenius SE affiliates	11,111	81,491	4,866	74,083	11,796	68,304	9,445	4,696	822	2,856
Equity method investees	17,797	–	17,578	–	21,063	–	1,738	–	2,506	–
▸ TOTAL	**29,289**	**103,195**	**22,833**	**94,303**	**33,088**	**86,566**	**11,223**	**7,644**	**3,460**	**2,907**
Lease agreements										
Fresenius SE	–	8,456	–	9,475	–	8,671	–	–	–	–
Fresenius SE affiliates	–	13,676	–	13,717	–	13,319	–	–	–	–
▸ TOTAL	**–**	**22,132**	**–**	**23,192**	**–**	**21,990**	**–**	**–**	**–**	**–**
Products										
Fresenius SE	1	–	2	–	4	–	–	–	–	–
Fresenius SE affiliates	30,529	40,467	26,049	43,390	25,184	33,498	9,148	3,976	7,948	4,787
Equity method investees	–	399,180	–	371,241	–	248,166	–	36,550	–	55,329
▸ TOTAL	**30,530**	**439,647**	**26,051**	**414,631**	**25,188**	**281,664**	**9,148**	**40,526**	**7,948**	**60,116**

[1] *In addition to the above shown accounts payable, accrued expenses for service agreements with related parties amounted to €6,397 and €3,359 at December 31, 2017 and 2016.*

b) Financing

The Company receives short-term financing from and provides short-term financing to Fresenius SE. The Company also utilizes Fresenius SE's cash management system for the settlement of certain intercompany receivables and payables with its subsidiaries and other related parties. As of December 31, 2017 and December 31, 2016, the Company had accounts receivable from Fresenius SE related to short-term financing in the amount of €91,026 and €197,883, respectively. As of December 31, 2017 and December 31, 2016, the Company had accounts payable to Fresenius SE related to short-term financing in the amount of €76,159 and €186,350, respectively. The interest rates for these cash management arrangements are set on a daily basis and are based on the then-prevailing overnight reference rate, with a floor of zero, for the respective currencies.

On August 19, 2009, the Company borrowed €1,500 from the General Partner on an unsecured basis at 1.335%. The loan repayment has been extended periodically and is currently due August 22, 2018 with an interest rate of 1.100%. On November 28, 2013, the Company borrowed an additional €1,500 with an interest rate of 1.875% from the General Partner. The loan repayment has been extended periodically and is currently due on November 23, 2018 with an interest rate of 1.100%.

On June 12, 2014, the Company provided a one-year unsecured term loan to one of its equity method investees in the amount of $22,500 at an interest rate of 2.5366%. This loan was repaid in full on June 12, 2015.

The Company provided unsecured term loans to one of its equity method investees during 2015 and 2016 in the amount of CHF 78,416 (€71,928 based upon the average exchange rate for the twelve months ended December 31, 2016). These loans were repaid in full during the first half of 2016. The loans were entered into in order to fund the 2015 sale of European marketing rights for certain renal pharmaceuticals to the same equity method investee as well as to finance the investee's payments for license and distribution agreements. These marketing rights were sold to this equity method investee in 2015 which resulted in a gain of approximately €10,058, after tax.

On December 31, 2017 and December 31, 2016, a subsidiary of Fresenius SE held unsecured bonds issued by the Company in the amount of €6,000 and €8,300, respectively. The bonds were issued in 2011 and 2012, mature in 2021 and 2019, respectively, and each has a coupon rate of 5.25% with interest payable semiannually. For further information on these bonds see note 14.

On December 31, 2017 the Company borrowed from Fresenius SE in the amount of €6,000 at an interest rate of 0.825%. For further information on this loan agreement see note 13. On December 31, 2016 the Company provided a cash advance to Fresenius SE in the amount of €36,245 on an unsecured basis at an interest rate of 0.771%.

c) Key management personnel

Due to the Company's legal form of a German partnership limited by shares, the General Partner holds a key management position within the Company. In addition, as key management personnel, members of the Management Board and the Supervisory Board, as well as their close relatives, are considered related parties.

The Company's Articles of Association provide that the General Partner shall be reimbursed for any and all expenses in connection with management of the Company's business, including remuneration of the members of the General Partner's supervisory board and the members of the Management Board. The aggregate amount reimbursed to the General Partner was €25,995, €18,153 and €15,199, respectively, for its management services during 2017, 2016 and 2015 and included an annual fee of €120 as compensation for assuming liability as general partner. The annual fee is set at 4% of the amount of the General Partner's share capital (€3,000 as of December 31, 2017). As of December 31, 2017 and December 31, 2016, the Company had accounts receivable from the General Partner in the amount of €246 and €174, respectively. As of December 31, 2017 and December 31, 2016, the Company had accounts payable to the General Partner in the amount of €23,020 and €14,696, respectively.

Dr. Gerd Krick is the Chairman of the Company's Supervisory Board, the supervisory board of Fresenius SE and of the general partner of Fresenius SE. He is also a member of the supervisory board of the Company's General Partner.

Dr. Dieter Schenk is the Vice Chairman of the Company's Supervisory Board, the supervisory board of the general partner of Fresenius SE as well as the supervisory board of the Company's General Partner. He is also Chairman of the Advisory Board of a charitable foundation that is the sole shareholder of the general partner of Fresenius SE. He was also a partner in a law firm which provided services to the Company and certain of its subsidiaries until December 31, 2017. The Company incurred expenses in the amount of €2,337, €1,258, and €863 for these services during 2017, 2016 and 2015, respectively. Four of the six members of the Company's Supervisory Board, including the Chairman and Vice Chairman, are also members of the supervisory board of the Company's General Partner.

The Chairman of the supervisory board of the Company's General Partner, Stephan Sturm, is also the Chairman of the management board of the general partner of Fresenius SE. Rachel Empey is a member of the supervisory board of the Company's General Partner as well as a member of the management board of the general partner of Fresenius SE. Additionally, the Chairman and Chief Executive Officer of the Management Board of the Company's General Partner, Rice Powell, is a member of the Management Board of the general partner of Fresenius SE.

For information regarding compensation of the Management Board and the Supervisory Board of the Company see note 28.

6. CASH AND CASH EQUIVALENTS

As of December, 31 2017 and 2016, cash and cash equivalents are as follows:

5.19 CASH AND CASH EQUIVALENTS
in € THOUS

	2017	2016
Cash	620,145	533,403
Securities and time deposits	357,964	175,479
▶ **CASH AND CASH EQUIVALENTS**	**978,109**	**708,882**

The Cash and cash equivalents disclosed in the table above, and respectively in the Consolidated Statement of Cash Flows, include at December, 31 2017 an amount of €53,694 (2016: €0) from collateral requirements towards an insurance company in North America that are not available for use.

7. TRADE ACCOUNTS RECEIVABLE

As of December 31, 2017 and 2016, trade accounts receivable are as follows:

5.20 TRADE ACCOUNTS RECEIVABLE, LESS ALLOWANCE FOR DOUBTFUL ACCOUNTS

in € THOUS

	2017	*2016*
Trade accounts receivable	3,805,881	3,973,540
less allowance for doubtful accounts	474,891	482,461
▶ **TRADE ACCOUNTS RECEIVABLE, NET**	**3,330,990**	**3,491,079**

All trade accounts receivable are due within one year. Trade accounts receivables with a term of more than one year in the amount of €11,977 (2016:€15,051) are included in the balance sheet item "Other non-current assets".

The following table shows the development of the allowance for doubtful accounts in the fiscal years 2017, 2016 and 2015:

5.21 DEVELOPMENT OF ALLOWANCE FOR DOUBTFUL ACCOUNTS

in € THOUS

	2017	*2016*	*2015*
▶ **ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF JANUARY 1**	**482,461**	**427,841**	**344,706**
Change in valuation allowances as recorded in the consolidated statements of income	549,631	430,974	396,831
Write-offs and recoveries of amounts previously written-off	(501,229)	(391,827)	(343,477)
Foreign currency translation	(55,972)	15,473	29,781
▶ **ALLOWANCE FOR DOUBTFUL ACCOUNTS AS OF DECEMBER 31**	**474,891**	**482,461**	**427,841**

The following tables show the ageing analysis of trade accounts receivable and the allowance for doubtful accounts as of December 31, 2017 and as of December 31, 2016:

5.22 AGEING ANALYSIS OF TRADE ACCOUNTS RECEIVABLE 2017

in € THOUS

	not overdue	*up to 3 months overdue*	*3 to 6 months overdue*	*6 to 12 months overdue*	*more than 12 months overdue*	*Total*
Trade accounts receivable	2,105,673	803,393	308,936	236,037	351,842	3,805,881
less allowance for doubtful accounts	(61,219)	(123,226)	(67,484)	(58,441)	(164,521)	(474,891)
▶ **TRADE ACCOUNTS RECEIVABLE, NET**	**2,044,454**	**680,167**	**241,452**	**177,596**	**187,321**	**3,330,990**

5.23 AGEING ANALYSIS OF TRADE ACCOUNTS RECEIVABLE 2016

in € THOUS

	not overdue	*up to 3 months overdue*	*3 to 6 months overdue*	*6 to 12 months overdue*	*more than 12 months overdue*	*Total*
Trade accounts receivable	2,138,969	857,490	335,091	241,683	400,307	3,973,540
less allowance for doubtful accounts	(109,221)	(108,941)	(42,039)	(74,999)	(147,261)	(482,461)
▶ **TRADE ACCOUNTS RECEIVABLE, NET**	**2,029,748**	**748,549**	**293,052**	**166,684**	**253,046**	**3,491,079**

8. INVENTORIES

On December 31, 2017 and December 31, 2016, inventories consisted of the following:

5.24 INVENTORIES
in € THOUS

	2017	2016
Finished goods	672,851	687,615
Health care supplies	343,351	362,307
Raw materials and purchased components	193,295	214,286
Work in process	81,282	73,269
▸ **INVENTORIES**	**1,290,779**	**1,337,477**

Under the terms of certain unconditional purchase agreements, the Company is obligated to purchase approximately €378,853 of materials, of which €208,967 is committed at December 31, 2017 for 2018. The terms of these agreements run 1 to 5 years.

Allowances on Inventories amounted to €47,329 and €37,602 for the years ended December 31, 2017 and 2016, respectively.

9. OTHER CURRENT ASSETS

At December 31, 2017 and 2016, other current assets consisted of the following:

5.25 OTHER CURRENT ASSETS
in € THOUS

	2017	2016
Other taxes receivable	90,808	75,736
Leases receivable	58,336	54,533
Income taxes receivable	56,468	52,138
Prepaid rent	52,251	54,448
Payments on account	51,282	84,004
Receivables for supplier rebates	48,222	47,592
Prepaid insurance	20,629	16,593
Deposit/Guarantee/Security	15,465	15,096
Derivatives	11,810	39,761
Available for sale financial assets	3,484	250,745
Insurance recoveries	–	208,709
Other	254,031	237,691
▸ **OTHER CURRENT ASSETS**	**662,786**	**1,137,046**

The item "Insurance recoveries" included the recognized amount in relation to the NaturaLyte® and GranuFlo® agreement in principle, which partially offset the accrued settlement amount recorded in current provisions and other current liabilities see note 12. For further information on the funding and consummation of the settlement by the Company and its insurers see note 22.

The item "Other" in the table above primarily includes loans to customers, receivables from employees and notes receivables.

10. PROPERTY, PLANT AND EQUIPMENT

At December 31, 2017 and 2016, the acquisition or manufacturing costs and the accumulated depreciation of property, plant and equipment consisted of the following:

5.26 ACQUISITION OR MANUFACTURING COSTS
in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2017
Land	65,041	(4,528)	198	1,748	298	(6,217)	56,540
Buildings and improvements	2,997,533	(311,782)	8,971	40,577	276,435	(130,046)	2,881,688
Machinery and equipment	4,156,542	(314,568)	20,057	463,516	47,169	(198,689)	4,174,027
Machinery, equipment and rental equipment under capitalized leases	83,558	(6,825)	(3,082)	8,799	(195)	(1,339)	80,916
Construction in progress	442,289	(43,012)	781	390,909	(326,565)	(2,176)	462,226
PROPERTY, PLANT AND EQUIPMENT	**7,744,963**	**(680,715)**	**26,925**	**905,549**	**(2,858)**	**(338,467)**	**7,655,397**

5.27 ACQUISITION OR MANUFACTURING COSTS
in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Land	59,774	2,297	209	3,299	(273)	(265)	65,041
Buildings and improvements	2,533,313	85,686	13,345	164,288	249,751	(48,849)	2,997,533
Machinery and equipment	3,740,917	77,062	16,253	476,675	15,013	(169,378)	4,156,542
Machinery, equipment and rental equipment under capitalized leases	63,543	2,791	1,183	16,076	329	(364)	83,558
Construction in progress	409,140	14,602	976	282,035	(262,764)	(1,700)	442,289
PROPERTY, PLANT AND EQUIPMENT	**6,806,687**	**182,438**	**31,966**	**942,373**	**2,056**	**(220,556)**	**7,744,963**

5.28 DEPRECIATION
in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2017
Land	1,270	(47)	–	–	–	16	1,239
Buildings and improvements	1,624,145	(174,475)	(426)	216,458	(2,350)	(83,249)	1,580,103
Machinery and equipment	2,498,941	(184,907)	(3,024)	395,570	2,147	(170,291)	2,538,436
Machinery, equipment and rental equipment under capitalized leases	40,981	(3,407)	(2,995)	10,678	(481)	(928)	43,848
Construction in progress	–	–	–	–	–	–	–
PROPERTY, PLANT AND EQUIPMENT	**4,165,337**	**(362,836)**	**(6,445)**	**622,706**	**(684)**	**(254,452)**	**4,163,626**

5.29 DEPRECIATION
in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Land	1,221	29	–	–	–	20	1,270
Buildings and improvements	1,405,259	44,653	4,272	202,265	2,322	(34,626)	1,624,145
Machinery and equipment	2,223,952	46,154	(4,244)	381,024	(108)	(147,837)	2,498,941
Machinery, equipment and rental equipment under capitalized leases	29,704	1,056	(53)	10,730	(119)	(337)	40,981
Construction in progress	–	–	–	–	–	–	–
PROPERTY, PLANT AND EQUIPMENT	**3,660,136**	**91,892**	**(25)**	**594,019**	**2,095**	**(182,780)**	**4,165,337**

5.30 BOOK VALUE
in € THOUS, December 31

	2017	2016
Land	55,301	63,771
Buildings and improvements	1,301,585	1,373,388
Machinery and equipment	1,635,591	1,657,601
Machinery, equipment and rental equipment under capitalized leases	37,068	42,577
Construction in progress	462,226	442,289
▶ **PROPERTY, PLANT AND EQUIPMENT**	**3,491,771**	**3,579,626**

Depreciation expense for property, plant and equipment amounted to €622,706, €594,019 and €547,063 for the years ended December 31, 2017, 2016, and 2015, respectively. These expenses are allocated within costs of revenue, selling, general and administrative and research and development expenses depending upon the area in which the asset is used.

Included in machinery and equipment at December 31, 2017 and 2016 were €657,618 and €635,858, respectively, of peritoneal dialysis cycler machines which the Company leases to customers with end-stage renal disease on a month-to-month basis and hemodialysis machines which the Company leases to physicians under operating leases.

11. INTANGIBLE ASSETS AND GOODWILL

At December 31, 2017 and 2016, the carrying value and accumulated amortization of intangible assets and goodwill consisted of the following:

5.31 ACQUISITION OR MANUFACTURING COSTS
in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolidation group	Additions	Reclassifications	Disposals	Dec. 31, 2017
Amortizable intangible assets							
Non-compete agreements	342,157	(39,132)	11,046	–	(1,541)	(2,367)	310,163
Technology	167,814	(11,924)	(1,370)	–	–	(5,329)	149,191
Licenses and distribution agreements	182,855	(11,079)	(535)	4,119	(398)	(1,249)	173,713
Customer relationships	247,428	(23,852)	(76,480)	–	–	–	147,096
Construction in progress	17,904	(2,689)	16,600	56,718	(9,776)	–	78,757
Internally developed intangibles	164,396	(13,244)	–	13,878	6,668	(2,603)	169,095
Other	375,355	(31,215)	6,036	12,693	796	(5,573)	358,092
▶ **TOTAL**	**1,497,909**	**(133,135)**	**(44,703)**	**87,408**	**(4,251)**	**(17,121)**	**1,386,107**
Non-amortizable intangible assets							
Tradename	198,692	(24,003)	–	–	–	–	174,689
Management contracts	3,318	(280)	–	–	–	–	3,038
▶ **TOTAL**	**202,010**	**(24,283)**	**–**	**–**	**–**	**–**	**177,727**
▶ **INTANGIBLE ASSETS**	**1,699,919**	**(157,418)**	**(44,703)**	**87,408**	**(4,251)**	**(17,121)**	**1,563,834**
▶ **GOODWILL**	**12,955,574**	**(1,448,071)**	**596,418**	**–**	**–**	**–**	**12,103,921**

5.32 ACQUISITION OR MANUFACTURING COSTS

in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Amortizable intangible assets							
Non-compete agreements	317,696	10,152	17,076	–	–	(2,767)	342,157
Technology	97,832	3,212	66,770	–	–	–	167,814
Licenses and distribution agreements	177,533	5,363	531	3,075	265	(3,912)	182,855
Customer relationships	240,411	6,836	181	–	–	–	247,428
Construction in progress	21,432	349	1,650	10,409	(11,836)	(4,100)	17,904
Internally developed intangibles	147,898	5,556	–	8,968	2,109	(135)	164,396
Other	333,977	8,937	17,697	8,509	10,775	(4,539)	375,355
▸ TOTAL	**1,336,779**	**40,405**	**103,905**	**30,961**	**1,313**	**(15,453)**	**1,497,909**
Non-amortizable intangible assets							
Tradename	192,343	6,349	–	–	–	–	198,692
Management contracts	6,444	100	–	–	(2,858)	(368)	3,318
▸ TOTAL	**198,787**	**6,449**	**–**	**–**	**(2,858)**	**(368)**	**202,010**
▸ INTANGIBLE ASSETS	**1,535,566**	**46,854**	**103,905**	**30,961**	**(1,545)**	**(15,821)**	**1,699,919**
▸ GOODWILL	**11,961,731**	**405,040**	**585,945**	**–**	**2,858**	**–**	**12,955,574**

5.33 AMORTIZATION

in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2017
Amortizable intangible assets							
Non-compete agreements	278,102	(33,657)	–	21,790	(1,555)	(2,299)	262,381
Technology	61,133	(7,742)	–	11,172	–	–	64,563
Licenses and distribution agreements	114,934	(6,502)	–	12,646	(10)	(1,249)	119,819
Customer relationships	59,576	(6,795)	(24,977)	22,768	–	–	50,572
Construction in progress	–	–	–	–	–	–	–
Internally developed intangibles	102,024	(8,125)	–	16,051	780	(1,824)	108,906
Other	281,030	(24,193)	58	28,346	(5,640)	(5,066)	274,535
▸ TOTAL	**896,799**	**(87,014)**	**(24,919)**	**112,773**	**(6,425)**	**(10,438)**	**880,776**

5.34 AMORTIZATION

in € THOUS

	Jan. 1, 2016	Foreign currency translation	Changes in consolida-tion group	Additions	Reclassi-fications	Disposals	Dec. 31, 2016
Amortizable intangible assets							
Non-compete agreements	251,216	8,757	–	20,904	(11)	(2,764)	278,102
Technology	53,110	2,043	–	5,980	–	–	61,133
Licenses and distribution agreements	103,028	3,237	–	12,315	265	(3,911)	114,934
Customer relationships	32,452	2,168	–	24,426	530	–	59,576
Construction in progress	–	–	–	–	–	–	–
Internally developed intangibles	83,992	2,488	–	15,565	(4)	(17)	102,024
Other	249,065	6,719	(52)	28,327	492	(3,521)	281,030
▸ **TOTAL**	**772,863**	**25,412**	**(52)**	**107,517**	**1,272**	**(10,213)**	**896,799**

5.35 BOOK VALUE

in € THOUS, December 31

	2017	*2016*
Amortizable intangible assets		
Non-compete agreements	47,782	64,055
Technology	84,628	106,681
Licenses and distribution agreements	53,894	67,921
Customer relationships	96,524	187,852
Construction in progress	78,757	17,904
Internally developed intangibles	60,189	62,372
Other	83,557	94,325
▸ **TOTAL**	**505,331**	**601,110**
Non-amortizable intangible assets		
Tradename	174,689	198,692
Management contracts	3,038	3,318
▸ **TOTAL**	**177,727**	**202,010**
▸ **INTANGIBLE ASSETS**	**683,058**	**803,120**
▸ **GOODWILL**	**12,103,921**	**12,955,574**

The amortization of intangible assets amounted to €112,773, €107,517 and €101,104 for the years ended December 31, 2017, 2016, and 2015, respectively. These expenses are allocated within costs of revenue, selling, general and administrative and research and development expenses depending upon the area in which the asset is used.

Goodwill and intangible assets with indefinite useful lives

The reduction in the carrying amount of goodwill is mainly a result of the impact of foreign currency translations, partially offset by acquisitions. The Company's acquisitions consisted primarily of the purchase of clinics in the normal course of operations in 2017 and 2016 as well as the acquisition of an operator of day hospitals in Australia in 2017 and the purchase of a medical technology company focusing on the treatment of lung and cardiac failure in 2016.

The carrying amount of goodwill and intangibles with indefinite useful life is allocated to the CGUS at December 31, 2017 and 2016 as follows:

5.36 ALLOCATION OF THE CARRYING AMOUNT TO CGUS
in € THOUS

	North America		EMEA		Asia-Pacific		Latin America	
	2017	2016	**2017**	2016	**2017**	2016	**2017**	2016
Goodwill	10,152,243	11,284,686	1,226,983	1,194,743	641,271	386,495	83,424	89,650
Management contracts with indefinite useful life	–	–	–	–	3,038	3,318	–	–
Trade name with indefinite useful life	174,074	198,052	–	–	–	–	615	640

The recoverability of goodwill and other separable intangible assets with indefinite useful lives recorded in the Company's consolidated balance sheets was verified. As a result, the Company did not record any impairment losses in 2017 and 2016.

12. CURRENT PROVISIONS AND OTHER CURRENT LIABILITIES

Current provisions

The following table shows a reconciliation of the current provisions for 2017:

5.37 DEVELOPMENT OF CURRENT PROVISIONS
in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolidation group	Utilized	Reversed	Additions	Reclassifications	Dec. 31, 2017
Self-insurance programs	249,961	(30,500)	–	(217,970)	(31,990)	254,035	–	223,536
FCPA related charge	10,616	–	–	–	–	200,000	–	210,616
Personnel expenses	20,025	(395)	4	(10,827)	(134)	13,228	6,885	28,786
Risk of lawsuit	6,868	13,093	–	(14,403)	(43)	2,729	–	8,244
Settlement	265,629	(32,160)	–	(226,795)	–	–	–	6,674
Other current provisions	22,348	(1,171)	15	(11,145)	(2,989)	19,369	(1,371)	25,056
▸ **CURRENT PROVISIONS**	**575,447**	**(51,133)**	**19**	**(481,140)**	**(35,156)**	**489,361**	**5,514**	**502,912**

Self-insurance programs

See note 2d.

FCPA related charge

The Company recorded a provision of €200,000 related to FCPA investigations. The provision is based on the ongoing settlement negotiations that would avoid litigation between the Company and the SEC and the U.S. Department of Justice (government agencies) and represents an estimate from the range of potential outcomes estimated from current discussions. The FCPA related charge encompasses government agencies' claims for profit disgorgement, as well as accruals for fines and penalties, certain legal expenses and other related costs for asset impairments. For further information on these investigations see note 22.

Personnel expenses

Personnel expenses mainly refer to jubilee payments, the current portion of the provisions for accrued severance payments, contribution of partial retirement and share-based plans. As at December 31, 2017 and 2016 the provisions for share-based plans amounted to €6,845 and €2,760 respectively see note 20.

Settlement

The item "Settlement" included accruals related to our NaturaLyte® and GranuFlo® agreement in principle, which was partially offset by insurance recoveries recorded in other current assets see note 9. For further information on the funding and consummation of the settlement by the Company and its insurers see note 22.

Other current provisions

The item "Other current provisions" in the table above includes provisions for warranties, physician compensation and return of goods.

Other current liabilities

As at December 31, 2017 and 2016 other current liabilities consisted of the following:

5.38 OTHER CURRENT LIABILITIES
in € THOUS

	2017	2016
Personnel liabilities	705,534	688,829
Noncontrolling interests subject to put provisions	469,549	529,406
Unapplied cash and receivable credits	311,925	390,375
Invoices outstanding	160,196	157,302
Rent and lease obligations	111,196	116,120
Withholding tax and VAT	100,327	88,964
Interest liabilities	84,523	107,743
Legal matters, advisory and audit fees	38,553	18,868
Subsidiary Stock Incentive Plan	30,697	7,777
Bonuses, commissions	26,800	33,907
Variable payments outstanding for acquisitions	14,712	78,322
Derivatives	11,702	25,516
Other liabilities	275,134	218,132
▸ OTHER CURRENT LIABILITIES	**2,340,848**	**2,461,261**

Personnel liabilities

The personnel liabilities mainly refer to liabilities for wages and salaries, bonuses and vacation payments.

Other liabilities

The item "Other liabilities" in the table above includes deferred income, liabilities for insurance premiums and the current portion of pension liabilities.

13. SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES

At December 31, 2017 and December 31, 2016, short-term debt and short-term debt from related parties consisted of the following:

5.39 SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES
in € THOUS

	2017	*2016*
Commercial paper program	679,886	475,915
Borrowings under lines of credit	79,313	89,451
Other	1,080	6,644
Short-term debt	760,279	572,010
Short-term debt from related parties (see note 5b)	9,000	3,000
▸ **SHORT-TERM DEBT AND SHORT-TERM DEBT FROM RELATED PARTIES**	**769,279**	**575,010**

Commercial paper program

The Company maintains a commercial paper program under which short-term notes of up to €1,000,000 can be issued. At December 31, 2017 and 2016, the outstanding commercial paper amounted to €680,000 and €476,000, respectively.

Borrowings under lines of credit and further availabilities

Borrowings under lines of credit in the amount of €79,313 and €89,451 at December 31, 2017 and 2016, respectively, represented amounts borrowed by the Company's subsidiaries under lines of credit with commercial banks. The average interest rates on these borrowings at December 31, 2017 and 2016 were 6.72% and 6.46%, respectively.

Excluding amounts available under the Amended 2012 Credit Agreement see note 14, at December 31, 2017 and 2016, the Company had €258,066 and €229,966 available under other commercial bank agreements. In some instances, lines of credit are secured by assets of the Company's subsidiary that is party to the agreement or may require the Company's guarantee. In certain circumstances, the subsidiary may be required to meet certain covenants.

The Company and certain consolidated entities operate a multi-currency notional pooling cash management system. The Company met the conditions to offset balances within this cash pool for reporting purposes. At December 31, 2017 and 2016, cash and borrowings under lines of credit in the amount of €318,654 and €325,485 were offset under this cash management system.

Other

At December 31, 2017 and 2016, the Company had €1,080 and €6,644 of other debt outstanding related to fixed payments outstanding for acquisitions.

Short-term debt from related parties

The Company is party to an unsecured loan agreement with Fresenius SE under which the Company or FMCH may request and receive one or more short-term advances up to an aggregate amount of $400,000 until maturity on July 31, 2022. For further information on short-term debt from related parties see note 5b.

14. LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS

As of December 31, 2017 and 2016, long-term debt and capital lease obligations consisted of the following:

5.40 LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS
in € THOUS

	2017	*2016*
Amended 2012 Credit Agreement	2,017,952	2,244,115
Bonds	3,810,483	4,670,786
Convertible Bonds	386,984	380,735
Accounts Receivable Facility	293,673	165,037
Capital lease obligations	37,704	43,775
Other	131,611	52,656
Long-term debt and capital lease obligations	6,678,407	7,557,104
Less current portion	(883,535)	(724,218)
▸ **LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS, LESS CURRENT PORTION**	**5,794,872**	**6,832,886**

As of December 31, 2017 and December 31, 2016, long-term debt and capital lease obligations have the following maturities:

5.41 MATURITY OF LONG-TERM DEBT AND CAPITAL LEASE OBLIGATIONS
in € THOUS

	Payments due by period of				
	Less than 1 year	*1–3 years*	*3–5 years*	*Over 5 years*	*Total*
2017					
Amended 2012 Credit Agreement	128,058	656,117	1,242,907	–	2,027,082
Bonds	733,528	1,333,966	1,425,657	333,528	3,826,679
Convertible Bonds	–	400,000	–	–	400,000
Accounts Receivable Facility	–	294,338	–	–	294,338
Capital lease obligations	8,831	14,948	4,860	9,065	37,704
Other	15,220	22,111	41,378	52,933	131,642
▸ **TOTAL**	**885,637**	**2,721,480**	**2,714,802**	**395,526**	**6,717,445**
2016					
Amended 2012 Credit Agreement	213,735	2,040,150	–	–	2,253,885
Bonds	474,338	1,788,412	1,390,978	1,043,544	4,697,272
Convertible Bonds	–	–	400,000	–	400,000
Accounts Receivable Facility	–	166,018	–	–	166,018
Capital lease obligations	11,211	13,868	7,707	10,989	43,775
Other	25,790	16,706	6,543	3,644	52,683
▸ **TOTAL**	**725,074**	**4,025,154**	**1,805,228**	**1,058,177**	**7,613,633**

The Company's long-term debt as of December 31, 2017, all of which ranks equally in rights of payment, are described as follows:

Amended 2012 credit agreement

The Company originally entered into a syndicated credit facility of $3,850,000 and a 5 year tenor (the 2012 Credit Agreement) on October 30, 2012. On November 26, 2014, the 2012 Credit Agreement was amended to increase the total credit facility to approximately $4,400,000 and extend the term for an additional two years until October 30, 2019 (Amended 2012 Credit Agreement). On July 11, 2017, the Company further amended and extended the Amended 2012 Credit Agreement resulting in a total credit facility of approximately $3,900,000 with maturities in 2020 and 2022. Consistent with the investment grade rating of the Company, the Amended 2012 Credit Agreement is now unsecured and has lower tiered pricing.
As of December 31, 2017, the Amended 2012 Credit Agreement now consists of:

- Revolving credit facilities of $900,000 and €600,000 which will be due and payable on July 31, 2022.
- A term loan of $1,470,000, also scheduled to mature on July 31, 2022. Quarterly repayments of $30,000 began on October 31, 2017 with the remaining balance outstanding due on the maturity date.
- A term loan of €343,000 scheduled to mature on July 31, 2022. Quarterly repayments of €7,000 began on October 31, 2017 with the remaining balance outstanding due on the maturity date.
- A non-amortizing term loan of €400,000 which is scheduled to mature on July 30, 2020.

Interest on the credit facilities is floating at a rate equal to EURIBOR/LIBOR (as applicable) plus an applicable margin. The applicable margin is variable and depends on the Company's consolidated leverage ratio which is a ratio of its consolidated funded debt less cash and cash equivalents to consolidated EBITDA (as these terms are defined in the Amended 2012 Credit Agreement). At December 31, 2017 and 2016, the dollar-denominated tranches outstanding under the Amended 2012 Credit Agreement had a weighted average interest rate of 2.48% and 2.15%, respectively. At December 31, 2017 and 2016, the euro-denominated tranches had a weighted average interest rate of 0.81% and 1.25%, respectively.

The Amended 2012 Credit Agreement contains affirmative and negative covenants with respect to the Company and its subsidiaries. Under certain circumstances these covenants limit indebtedness and restrict the creation of liens. Under the Amended 2012 Credit Agreement the Company is required to comply with a maximum consolidated leverage ratio (ratio of consolidated funded debt less cash and cash equivalents to consolidated EBITDA).

The following table shows the available and outstanding amounts under the Amended 2012 Credit Agreement at December 31, 2017 and 2016:

5.42 AMENDED 2012 CREDIT AGREEMENT – MAXIMUM AMOUNT AVAILABLE AND BALANCE OUTSTANDING
in THOUS

	Maximum amount available 2017		*Balance outstanding 2017* [1]	
Revolving credit USD	$900,000	€750,438	$70,000	€58,367
Revolving credit EUR	€600,000	€600,000	–	–
USD term loan 5-year	$1,470,000	€1,225,715	$1,470,000	€1,225,715
EUR term loan 5-year	€343,000	€343,000	€343,000	€343,000
EUR term loan 3-year	€400,000	€400,000	€400,000	€400,000
TOTAL		**€3,319,153**		**€2,027,082**

	Maximum amount available 2016		*Balance outstanding 2016* [1]	
Revolving credit USD	$1,000,000	€948,676	$10,187	€9,664
Revolving credit EUR	€400,000	€400,000	–	–
USD term loan	$2,100,000	€1,992,221	$2,100,000	€1,992,221
EUR term loan	€252,000	€252,000	€252,000	€252,000
TOTAL		**€3,592,897**		**€2,253,885**

[1] *Amounts shown are excluding debt issuance costs.*

At December 31, 2017 and 2016, the Company had letters of credit outstanding in the amount of $1,690 and $3,550 (€1,409 and €3,368), respectively, under the USD revolving credit facility, which are not included above as part of the balance outstanding at those dates but which reduce available borrowings under the applicable revolving credit facility.

Bonds

At December 31, 2017 and 2016, the Company's bonds consisted of the following:

5.43 BONDS
in THOUS

Issuer/Transaction	Face amount	Maturity	Coupon	Book value 2017 in €	Book value 2016 in €
FMC US Finance, Inc. 2007	$500,000	July 15, 2017	6 7/8%	–	473,482
FMC Finance VIII S.A. 2011	€400,000	September 15, 2018	6.50%	398,838	397,178
FMC US Finance II, Inc. 2011	$400,000	September 15, 2018	6.50%	332,588	376,886
FMC US Finance II, Inc. 2012	$800,000	July 31, 2019	5.625%	665,637	756,627
FMC Finance VIII S.A. 2012	€250,000	July 31, 2019	5.25%	249,383	248,993
FMC US Finance II, Inc. 2014	$500,000	October 15, 2020	4.125%	414,952	471,300
FMC US Finance, Inc. 2011	$650,000	February 15, 2021	5.75%	538,021	610,670
FMC Finance VII S.A. 2011	€300,000	February 15, 2021	5.25%	298,571	298,108
FMC US Finance II, Inc. 2012	$700,000	January 31, 2022	5.875%	581,261	661,070
FMC US Finance II, Inc. 2014	$400,000	October 15, 2024	4.75%	331,232	376,472
▸ **TOTAL**				**3,810,483**	**4,670,786**

All bonds are guaranteed by the Company and by FMCH. The issuers may redeem the bonds at any time at 100% of principal plus accrued interest and a premium calculated pursuant to the terms of the indenture. The holders have the right to request that the issuers repurchase the bonds at 101% of principal plus accrued interest upon the occurrence of a change of control of the Company followed by a decline in the ratings of the respective bonds.

The Company has agreed to a number of covenants to provide protection to the holders which, under certain circumstances, limit the ability of the Company and its subsidiaries to, among other things, incur debt, incur liens, engage in sale-leaseback transactions and merge or consolidate with other companies or sell assets. Some of these restrictions were suspended automatically as the rating of the respective bonds reached investment grade status. At December 31, 2017, the Company was in compliance with all of its covenants under the bonds.

Convertible bonds

On September 19, 2014, the Company issued €400,000 principal amount of equity-neutral convertible bonds (the Convertible Bonds) which have a coupon of 1.125% and are due on January 31, 2020. The bonds were issued at par. The current conversion price is €73.4408. Since November 2017, bond holders can exercise the conversion rights embedded in the bonds at certain dates. In order to fully offset the economic exposure from the conversion feature, the Company purchased call options on its shares (Share Options). Any increase of the Company's share price above the conversion price would be offset by a corresponding value increase of the Share Options. The Company amortizes the remaining cost of these options and various other offering costs over the life of these bonds in the amount of €13,016, effectively increasing the total interest rate to 2.611%. The Convertible Bonds are guaranteed by FMCH.

Accounts Receivable Facility

The Company refinanced the Accounts Receivable Facility on December 6, 2016 for a term expiring on December 6, 2019 with the available borrowings of $800,000.

The following table shows the available and outstanding amounts under the Accounts Receivable Facility at December 31, 2017 and December 31, 2016.

5.44 ACCOUNTS RECEIVABLE FACILITY – MAXIMUM AMOUNT AVAILABLE AND BALANCE OUTSTANDING
in THOUS

	Maximum amount available 2017[1]		Balance outstanding 2017[2]	
Accounts Receivable Facility	$800,000	€667,056	$353,000	€294,338
	Maximum amount available 2016[1]		Balance outstanding 2016[2]	
Accounts Receivable Facility	$800,000	€758,941	$175,000	€166,018

[1] *Subject to availability of sufficient accounts receivable meeting funding criteria.*
[2] *Amounts shown are excluding debt issuance costs.*

The Company also had letters of credit outstanding under the Accounts Receivable Facility in the amount of $71,244 at December 31, 2017 and $15,647 at December 31, 2016 (€59,404 and €14,844). These letters of credit are not included above as part of the balance outstanding at December 31, 2017 and 2016; however, they reduce available borrowings under the Accounts Receivable Facility.

Under the Accounts Receivable Facility, certain receivables are sold to NMC Funding Corporation (NMC Funding), a wholly-owned subsidiary. NMC Funding then assigns percentage ownership interests in the accounts receivable to certain bank investors. Under the terms of the Accounts Receivable Facility, NMC Funding retains the right, at any time, to recall all the then outstanding transferred interests in the accounts receivable. Consequently, the receivables remain on the Company's consolidated balance sheet and the proceeds from the transfer of percentage ownership interests are recorded as long-term debt.

NMC Funding pays interest to the bank investors calculated based on the commercial paper rates for the particular tranches selected. At December 31, 2017 and 2016, the interest rate was 1.40% and 1.00%, respectively. Refinancing fees, which include legal costs and bank fees, are amortized over the term of the facility.

Other

At December 31, 2017 and 2016, in conjunction with certain acquisitions and investments, the Company had fixed payments outstanding for acquisitions totaling approximately €14,199 and €24,566, respectively, of which €4,453 and €15,248, respectively, were classified as the current portion of long-term debt.

15. NON-CURRENT PROVISIONS AND OTHER NON-CURRENT LIABILITIES

Of the total amount of non-current provisions and other non-current liabilities amounting to €975,645 at December 31, 2017 (2016: €1,027,983), €626,658 (2016: €393,940) are due in between more than one and three years, €195,490 (2016: €335,026) are due in between three to five years and €153,497 (2016: €299,017) are due after five years.

The item "Other non-current liabilities" in the amount of €821,838 at December 31, 2017 (2016: €917,384) includes, among others, noncontrolling interests subject to put provisions of €361,224 (2016: €478,327), variable payments outstanding for acquisitions of €191,080 (2016: €145,182) and derivatives of €103,461 (2016: €96,272).

The following table shows the development of non-current provisions in the fiscal year:

5.45 DEVELOPMENT OF NON-CURRENT PROVISIONS
in € THOUS

	Jan. 1, 2017	Foreign currency translation	Changes in consolidation group	Utilized	Reversed	Additions	Reclassifications	Dec. 31, 2017
Personnel expenses	59,899	6,243	2,516	(2,420)	(334)	40,084	(5,514)	100,474
Medical malpractice	40,399	(5,311)	–	–	–	7,237	–	42,325
Other non-current provisions	10,301	(648)	1	(358)	(52)	1,764	–	11,008
▸ **TOTAL**	**110,599**	**284**	**2,517**	**(2,778)**	**(386)**	**49,085**	**(5,514)**	**153,807**

Personnel expenses mainly refer to provisions for severance payments, contribution of partial retirement and provisions for share-based plans. As at December 31, 2017, the provisions for share-based plans amounted to €87,967 (2016: €47,944) see note 20.

The item "Other non-current provisions" in the table above includes provisions for asset retirement obligations.

The increase during the period in the discounted amount arising from the passage over time and the effect of any change in the discount rate is not material.

16. EMPLOYEE BENEFIT PLANS

General

FMC AG & CO. KGAA recognizes pension costs and related pension liabilities for current and future benefits to qualified current and former employees of the Company. The Company's pension plans are structured in accordance with the differing legal, economic and fiscal circumstances in each country. The Company currently has two types of plans, defined benefit and defined contribution plans. In general, plan benefits in defined benefit plans are based on all or a portion of the employees' years of services and final salary. Plan benefits in defined contribution plans are determined by the amount of contribution by the employee and the employer, both of which may be limited by legislation, and the returns earned on the investment of those contributions.

Upon retirement under defined benefit plans, the Company is required to pay defined benefits to former employees when the defined benefits become due. Defined benefit plans may be funded or unfunded. The Company has five major defined benefit plans, one funded plan in the U.S. and one in France as well as one unfunded plan in Germany and two in France.

Starting 2016, the defined benefit plans in France were transferred from "Benefit plans offered by other subsidiaries" to the detailed reconciliations of the funded status and the plan assets, retrospectively for 2015.

Actuarial assumptions generally determine benefit obligations under defined benefit plans. The actuarial calculations require the use of estimates. The main factors used in the actuarial calculations affecting the level of the benefit obligations are: assumptions on life expectancy, the discount rate and future salary and benefit levels. Under the Company's funded plans, assets are set aside to meet future payment obligations. An estimated return on the plan assets is recognized as income in the respective period. Actuarial gains and losses are generated when there are variations in the actuarial assumptions and by differences between the actual and the estimated projected benefit obligations and the return on plan assets for that year. The Company's pension liability is impacted by these actuarial gains or losses.

Under defined contribution plans, the Company pays defined contributions to an independent third party as directed by the employee during the employee's service life, which satisfies all obligations of the Company to the employee. The employee retains all rights to the contributions made by the employee and to the vested portion of the Company paid contributions upon leaving the Company. The Company has a defined contribution plan in the U.S.

Defined benefit pension plans

During the first quarter of 2002 FMCH, the Company's U.S. subsidiary, curtailed its defined benefit and supplemental executive retirement plans. Under the curtailment amendment for substantially all employees eligible to participate in the plan, benefits have been frozen as of the curtailment date and no additional defined benefits for future services will be earned. The Company has retained all employee benefit obligations as of the curtailment date. Each year FMCH contributes at least the minimum amount required by the Employee Retirement Income Security Act of 1974, as amended. In 2017, FMCH did not have a minimum funding requirement. The Company voluntarily provided €1,107 to the defined benefit plan. Expected funding for 2018 is €1,026.

The benefit obligation for all defined benefit plans at December 31, 2017, was €792,739 (2016: €811,935) which consists of the gross benefit obligation of €394,677 (2016: €415,743) for the U.S. plan and of €3,995 (2016: €4,015) for the French plan, which are funded by plan assets, and the benefit obligation of €385,835 (2016: €384,003) for the German unfunded plan and the benefit obligation of €8,232 (2016: €8,174) for the two French unfunded plans.

Related to defined benefit plans the Company is exposed to certain risks. Besides general actuarial risks, e.g. the longevity risk and the interest rate risk, the Company is exposed to market risk as well as to investment risk.

The following table shows the changes in benefit obligations, the changes in plan assets and the funded status of the pension plans. Benefits paid as shown in the changes in benefit obligations represent payments made from both the funded and unfunded plans while the benefits paid as shown in the changes in plan assets include only benefit payments from the Company's funded benefit plan.

5.46 FUNDED STATUS

in € THOUS

	2017	2016
Change in benefit obligation		
Benefit obligation at beginning of year	811,935	755,604
Foreign currency translation (gains) losses	(52,135)	12,620
Current service cost	28,463	22,888
Past service cost (incl. Curtailments and settlements)	144	(49)
Interest cost	24,328	26,497
Transfer of plan participants	4	28
Actuarial (gains) losses arising from changes in financial assumptions	(1,038)	45,070
Actuarial (gains) losses arising from changes in demographic assumptions	(2,490)	(10,448)
Actuarial (gains) losses arising from experience adjustments	7,006	(1,416)
Remeasurements	3,478	33,206
Benefits paid	(23,478)	(30,724)
Curtailments and settlements	–	(8,135)
BENEFIT OBLIGATION AT END OF YEAR	**792,739**	**811,935**
Change in plan assets		
Fair value of plan assets at beginning of year	326,663	239,056
Foreign currency translation gains (losses)	(39,792)	11,649
Interest income from plan assets	13,241	10,164
Actuarial gains (losses) arising from experience adjustments	10,318	1,783
Actual return on plan assets	23,559	11,947
Employer contributions	1,107	99,887
Benefits paid	(20,281)	(27,741)
Curtailments and settlements	–	(8,135)
FAIR VALUE OF PLAN ASSETS AT END OF YEAR	**291,256**	**326,663**
FUNDED STATUS AT END OF YEAR	**501,483**	**485,272**

For the years 2017 and 2016, there were no effects from the asset ceiling.

At December 31, 2017, the weighted average duration of the defined benefit obligation was 18 years (2016: 19 years).

The net pension liability as of December 31, 2017 and 2016 is calculated as follows:

5.47 NET PENSION LIABILITY
in € THOUS

	2017	2016
Funded status at end of year	501,483	485,272
Benefit plans offered by other subsidiaries	36,304	33,725
▸ NET PENSION LIABILITY	**537,787**	**518,997**

Benefit plans offered by the U.S., Germany and France contain a pension liability of €501,483 and €485,272 at December 31, 2017 and 2016, respectively. The pension liability consists of a current portion of €4,695 (2016: €4,483) which is recorded in the line item "Current provisions and other current liabilities" in the consolidated balance sheets. The non-current portion of €496,788 (2016: €480,789) is recorded in non-current liabilities as "Pension liabilities" in the consolidated balance sheets.

As of December 31, 2017, €103,519 related to the U.S. pension plan, €385,835 related to the German plan and €12,129 related to the French plans. At December 31, 2016, €89,177 related to the U.S. pension plan, €384,003 related to the German plan and €12,092 related to the French plans. Approximately 72% of the beneficiaries are located in the U.S. and 6% in France with the majority of the remaining 22% located in Germany.

Benefit plans offered by other subsidiaries outside of the U.S., Germany and France contain separate benefit obligations. The total net pension liability for these other plans was €36,304 and €33,725 at December 31, 2017 and 2016 and consists of a current pension liability of €2,533 (2016: €1,975), which is recognized in the line item "Current provisions and other current liabilities". The non-current pension liability of €33,771 (2016: €31,750) for these plans is recorded in non- current liabilities as "Pension liabilities" in the consolidated balance sheets.

The discount rates for all plans are based upon yields of portfolios of highly rated debt instruments with maturities that mirror each plan's benefit obligation. The Company's discount rates at December 31, 2017 and 2016 are the weighted average of these plans based upon their benefit obligations.

The following weighted-average assumptions were utilized in determining benefit obligations at December 31, 2017 and 2016:

5.48 WEIGHTED AVERAGE ASSUMPTIONS
in %

	2017	2016
Discount rate	3.08	3.25
Rate of compensation increase	3.22	3.23
Rate of pension increase	1.45	1.45

Sensitivity analysis

Increases and decreases in principal actuarial assumptions by 0.5 percentage points would affect the pension liability at December 31, 2017 as follows:

5.49 SENSITIVITY ANALYSIS
in € THOUS

	0.5% increase	0.5% decrease
Discount rate	(67,330)	77,338
Rate of compensation increase	11,063	(10,880)
Rate of pension increase	29,078	(26,339)

The sensitivity analysis was calculated based on the average duration of the pension obligations determined at December 31, 2017. The calculations were performed isolated for each significant actuarial parameter, in order to show the effect on the fair value of the pension liability separately.

The sensitivity analysis for compensation increases and for pension increases excludes the U.S. pension plan because it is frozen and therefore is not affected by changes from these two actuarial assumptions.

The defined benefit pension plans' net periodic benefit costs are comprised of the following components for the years ended December 31, 2017, 2016 and 2015:

5.50 COMPONENTS OF NET PERIODIC BENEFIT COST
in € THOUS

	2017	2016	2015
Service cost	28,607	23,777	22,782
Net interest cost	11,087	16,333	15,418
NET PERIODIC BENEFIT COSTS	**39,694**	**40,110**	**38,200**

Net periodic benefit cost is allocated as personnel expense within costs of revenues; selling, general and administrative expense; or research and development expense. This is depending upon the area in which the beneficiary is employed.

The following weighted-average assumptions were used in determining net periodic benefit cost for the years ended December 31, 2017, 2016 and 2015:

5.51 WEIGHTED AVERAGE ASSUMPTIONS
in %

	2017	2016	2015
Discount rate	3.25	3.67	3.21
Rate of compensation increase	3.23	3.27	3.26
Rate of pension increase	1.45	1.69	1.75

Expected benefit payments are as follows:

5.52 DEFINED BENEFIT PENSION PLANS: CASH OUTFLOWS
in € THOUS

	2017	2016
1 year	21,301	21,957
1–3 years	47,560	48,294
3–5 years	55,223	56,211
5–10 years	168,459	173,581
TOTAL	**292,543**	**300,043**

Plan Assets

The following table presents the fair values of the Company's pension plan assets at December 31, 2017 and 2016:

5.53 FAIR VALUES OF PLAN ASSETS

in € THOUS

	2017			2016		
Asset category	Total	Quoted prices in active markets for identical assets (Level 1)	Significant observable inputs (Level 2)	Total	Quoted prices in active markets for identical assets (Level 1)	Significant observable inputs (Level 2)
Equity investments						
Index funds[1]	71,805	(332)	72,137	81,063	(1,994)	83,057
Fixed income investments						
Government securities[2]	5,318	4,903	415	2,373	1,804	569
Corporate bonds[3]	199,232	–	199,232	209,011	–	209,011
Other bonds[4]	3,865	–	3,865	5,339	–	5,339
U.S. treasury money market funds[5]	10,938	10,938	–	28,780	28,780	–
Other types of investments						
Cash, money market and mutual funds[6]	98	98	–	97	97	–
▶ **TOTAL**	**291,256**	**15,607**	**275,649**	**326,663**	**28,687**	**297,976**

[1] This category comprises low-cost equity index funds not actively managed that track the S&P 500, S&P 400, Russell 2000, MSCI Emerging Markets Index and the Morgan Stanley International EAFE Index.
[2] This category comprises fixed income investments by the U.S. government and government sponsored entities.
[3] This category primarily represents investment grade bonds of U.S. issuers from diverse industries.
[4] This category comprises private placement bonds as well as collateralized mortgage obligations.
[5] This category represents funds that invest in U.S. treasury obligations directly or in U.S. treasury backed obligations.
[6] This category represents cash, money market funds as well as mutual funds comprised of high grade corporate bonds.

The methods and inputs used to measure the fair value of plan assets are as follows:

- Common stocks are valued at their market prices at the balance sheet date.
- Index funds are valued based on market quotes.
- Government bonds are valued based on both market prices and market quotes.
- Corporate bonds and other bonds are valued based on market quotes at the balance sheet date.
- Cash is stated at nominal value which equals the fair value.
- U.S. Treasury money market funds as well as other money market and mutual funds are valued at their market price.

Plan investment policy and strategy in the U.S.

The Company periodically reviews the assumption for long-term expected return on pension plan assets. As part of the assumptions review, a range of reasonable expected investment returns for the pension plan as a whole was determined based on an analysis of expected future returns for each asset class weighted by the allocation of the assets. The range of returns developed relies both on forecasts, which include the actuarial firm's expected long-term rates of return for each significant asset class or economic indicator, and on broad-market historical benchmarks for expected return, correlation, and volatility for each asset class.

The Company's overall investment strategy is to achieve a mix of approximately 98% of investments for long-term growth and income and 2% in cash or cash equivalents. Investment income and cash or cash equivalents are used for near-term benefit payments. Investments are governed by the plan investment policy and include well diversified index funds or funds targeting index performance.

The plan investment policy, utilizing a revised target investment allocation in a range around 30% equity and 70% long-term U.S. corporate bonds, considers that there will be a time horizon for invested funds of more than 5 years. The total portfolio will be measured against a custom index that reflects the asset class benchmarks and the target asset allocation. The plan investment policy does not allow investments in securities of the Company or other related party securities. The performance benchmarks for the separate asset classes include: S&P 500 Index, S&P 400 Mid-Cap Index, Russell 2000 Index, MSCI EAFE Index, MSCI Emerging Markets Index and Barclays Capital Long-Corporate Bond Index.

Defined contribution plans

Most FMCH employees are eligible to join a 401(k) savings plan. Employees can deposit up to 75% of their pay up to a maximum of $18 if under 50 years old ($24 if 50 or over) under this savings plan. The Company will match 50% of the employee deposit up to a maximum Company contribution of 3% of the employee's pay. The Company's total expense under this defined contribution plan for the years ended December 31, 2017, 2016, and 2015, was €48,746, €43,778 and €41,701 respectively.

Additionally, the Company contributed for the years ended December 31, 2017, 2016, and 2015 €24,329, €20,938 and €19,751 to state pension plans.

17. SHAREHOLDERS' EQUITY

Capital stock

At December 31, 2017, the Company's share capital consists of 308,111,000 bearer shares without par value (Stückaktien) and a nominal value of €1.00 each. The Company's share capital has been fully paid in.

The General Partner has no equity interest in the Company and, therefore, does not participate in either the assets or the profits and losses of the Company. However, the General Partner is compensated for all outlays in connection with conducting the Company's business, including the remuneration of members of its Management Board and its Supervisory Board see note 5c.

Pursuant to Sections 33 and 34 of the German Securities Trading Act (WpHG) (Sections 21 and 22 WpHG old version), any party subject to the notification requirement shall notify the Company when certain mandatory reportable thresholds for voting rights, also by taking account the attribution provisions, are reached, exceeded or fallen below. Section 38 WpHG also stipulates a notification requirement when certain thresholds are reached, exceeded or have fallen below through directly or indirectly held instruments and also, according to Section 39 WpHG when certain thresholds are reached, exceeded or have fallen below through the addition of voting rights according to Section 33 WpHG and instruments according to Section 38 WpHG. Notifications received by the Company subject to the notification requirements were published in accordance with the applicable legal provisions, including publication in the Investors section of the Company's website at www.freseniusmedicalcare.com.

In a notification dated February 8, 2011, Fresenius SE disclosed to the Company pursuant to Section 33 of the WpHG (under Section 21 WpHG at the date of notification) that it held at 35.74% of the voting rights in FMC AG & CO. KGAA. At December 31, 2017, Fresenius SE holds 30.63% of the Company's voting rights. Net of treasury shares held by FMC AG & CO. KGAA in accordance with Section 16 (2) sentence 2 of the German Stock Corporation Act (AktG), Fresenius SE holds 30.80% of the Company's voting rights. In addition, Fresenius SE is the sole stockholder of the General Partner.

On June 21, 2017, the Ministry of Finance on behalf of the Kingdom of Norway including attributed subsidiaries, disclosed by means of a notification pursuant to Section 33, 34 of the WpHG (under Sections 21 and 22 WpHG at the date of notification), that 2.86% of the voting rights of FMC AG & CO. KGAA and instruments relating to 0.04% of the voting rights of FMC AG & CO. KGAA were held as of June 16, 2017. Furthermore, on October 24, 2017, BlackRock, Inc., Wilmington, DE, U.S., including attributed subsidiaries disclosed pursuant to Section 33, 34 of the WpHG (Sections 21, 22 WpHG old version) that 6.28% of the voting rights of FMC AG & CO. KGAA and instruments relating to 0.16% of the voting rights of FMC AG & CO. KGAA were held as of October 19, 2017.

The general meeting of a partnership limited by shares may approve Authorized Capital (genehmigtes Kapital). The resolution creating Authorized Capital requires the affirmative vote of a majority of three quarters of the capital represented at the vote and may authorize the General Partner and its Management Board to issue new shares up to a stated amount for a period of up to five years. The nominal value of any proposed increase of the Authorized Capital may not exceed half of the issued capital stock at the time of the authorization.

In addition, the general meeting of a partnership limited by shares may create Conditional Capital (bedingtes Kapital) for the purpose of issuing (I) new shares to holders of convertible bonds or other securities which grant a right to shares, (II) new shares as the consideration in a merger with another company, or (III) new shares offered to management or employees. In each case, the authorizing resolution requires the affirmative vote of a majority of three quarters of the capital represented at the vote. The nominal value for any proposed increase of the Conditional Capital may not exceed half or, in the case of Conditional Capital created for the purpose of issuing shares to management and employees, 10% of the Company's issued capital at the time of the resolution.

All resolutions increasing the capital of a partnership limited by shares also require the consent of the General Partner in order for the resolutions to go into effect.

The subscribed capital comprised solely ordinary shares due to the conversion of all outstanding preference shares into ordinary shares (approved at FMC AG & CO. KGAA's Annual General Meeting and Preference Shareholder Meeting held on May 16, 2013) as well as the options associated with the preference shares on a 1:1 basis.

Authorized capital

By resolution of the Company's Annual General Meeting (AGM) on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the Company's share capital until May 18, 2020 up to a total of €35,000 through issue of new bearer ordinary shares for cash contributions, "Authorized Capital 2015/I". Additionally, the newly issued shares may be taken up by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer them to the shareholders of the Company. The General Partner is entitled, subject to the approval of the supervisory board, to exclude the pre-emption rights of the shareholders. However, such an exclusion of pre-emption rights will be permissible only for fractional amounts. No Authorized Capital 2015/I has been issued at December 31, 2017.

In addition, by resolution of the AGM of shareholders on May 19, 2015, the General Partner was authorized, with the approval of the Supervisory Board, to increase, on one or more occasions, the share capital of the Company until May 18, 2020 up to a total of €25,000 through the issue of new bearer ordinary shares for cash contributions or contributions in kind, "Authorized Capital 2015/II". The new shares can also be obtained by a credit and/or financial institution or a consortium of such credit and/or financial institutions retained by the General Partner with the obligation to offer the shares to the Company's shareholders for subscription. The General Partner is entitled, subject to the approval of the Supervisory Board, to exclude the pre-emption rights of the shareholders. However, such exclusion of pre-emption rights will be permissible only if (I) in case of a capital increase against cash contributions, the nominal value of the issued shares does not exceed 10% of the nominal share value of the Company's share capital and the issue price for the new shares is at the time of the determination by the General Partner not significantly lower than the stock price of the existing listed shares of the same class and with the same rights or, (II) in case of a capital increase against contributions in kind, the purpose of such increase is to acquire an enterprise, parts of an enterprise or an interest in an enterprise. No Authorized Capital 2015/II has been issued at December 31, 2017.

Authorized Capital 2015/I and Authorized Capital 2015/II became effective upon registration with the commercial register of the local court in Hof an der Saale on June 10, 2015.

Conditional capital

By resolution of the Company's AGM on May 9, 2006, as amended by the resolution of the Company's AGM on May 15, 2007, resolving a three-for-one share split, the Company's share capital was conditionally increased by up to €15,000 corresponding to 15 M ordinary shares with no par value and a calculated proportionate value of €1.00 each, "Conditional Capital 2006/I" see note 20. The Conditional Capital increase is only executed to the extent subscription rights were awarded under the Stock Option Plan 2006, the holders of the subscription rights exercise their right and the Company does not use Treasury Shares to fulfill the subscription rights with each stock option awarded exercisable for one ordinary share see note 20. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares.

By resolution of the Company's AGM on May 12, 2011, the Company's share capital was conditionally increased with regards to the Stock Option Plan 2011 (2011 SOP) by up to €12,000 subject to the issue of up to 12 M no par value bearer ordinary shares with a calculated proportionate value of €1.00 each (Conditional Capital 2011/I) see note 20. The Conditional Capital increase is only executed to the extent subscription rights were awarded under the 2011 SOP, the holders of the subscription rights exercise their right and the Company does not use Treasury Shares to fulfill the subscription rights with each stock option awarded exercisable for one ordinary share see note 20. The Company has the right to deliver ordinary shares that it owns or purchases in the market in lieu of increasing capital by issuing new shares.

Through the Company's other employee participation programs, the Company has issued stock option/subscription rights (Bezugsrechte) to employees and the members of the Management Board of the General Partner and employees and members of management of affiliated companies that entitle these persons to receive shares. At December 31, 2017, 4,827,134 options remained outstanding with a remaining average term of five years under these programs. For the year ending December 31, 2017, 889,209 options had been exercised under these employee participation plans see note 20.

Conditional capital at December 31, 2017 was €17,803 in total. Thereof, for all programs, €14,429 was available, which included €10,916 for the 2011 SOP and €3,513 for the 2006 Plan see note 20.

A total of 889,209 shares (2016: 907,720 shares) were issued out of Conditional Capital 2006/I and Conditional Capital 2011/I during 2017, increasing the Company's capital stock by €889 (2016: €908).

Treasury stock

On the basis of the authorization granted by the Company's AGM on May 12, 2011 to conduct a share buy-back program, the Company repurchased 7,548,951 shares in 2013 for an average weighted stock price of €51 per share. The Company retired 6,549,000 of these repurchased shares on February 16, 2016 in order to decrease its share capital.

By resolution of the Company's AGM on May 12, 2016, the General Partner is authorized to purchase treasury shares up to a maximum amount of 10% of the registered share capital existing at the time of this resolution until May 11, 2021. The shares acquired, together with other treasury shares held by the Company or attributable to the Company pursuant to sections 71 a et seqq. AktG, must at no time exceed 10% of the registered share capital. The purchase will be made through the stock exchange, by way of a public tender offer, or a public invitation to shareholders to submit an offer for sale. This authorization is not applicable for the purpose of trading in treasury shares. The General Partner is authorized to use treasury shares purchased on the basis of this authorization or any other earlier authorization for any legally permissible purpose, in particular (I) to redeem shares without requiring any further resolution by the General Meeting, (II) to sell treasury shares to third parties against contributions in kind, (III) to award treasury shares, in lieu of the utilization of conditional capital of the Company, to employees of the Company and companies affiliated with the Company, including members of the management of affiliated companies, and use them to service options or obligations to purchase shares of the Company, and (IV) to use treasury shares to service bonds carrying warrant and/or conversion rights or conversion obligations issued by the Company or companies affiliated with the Company pursuant to section 17 AktG.

On the basis of the authorization granted by the Company's AGM on May 12, 2016 to conduct a share buy-back program, the Company repurchased 660,000 shares, between December 11, 2017, and December 21, 2017, for an average weighted stock price of €87.79.

As of December 31, 2017, the Company holds 1,659,951 treasury shares. These shares will be used solely to either reduce the registered share capital of the Company by cancellation of the acquired shares, or to fulfill employee participation programs of the Company.

The following tabular disclosure provides the number of shares acquired in the context of the share buy-back programs as well as the repurchased treasury stock:

5.54 TREASURY STOCK

Period	Average price paid per share in €	Total number of shares purchased and retired as part of publicly announced plans or programs	Total value of shares[1] in € THOUS
Purchase of Treasury Stock			
May 2013	52.96	1,078,255	57,107
June 2013	53.05	2,502,552	132,769
July 2013	49.42	2,972,770	146,916
August 2013	48.40	995,374	48,174
▶ **REPURCHASED TREASURY STOCK**	**51.00**	**7,548,951**	**384,966**
Retirement of repurchased Treasury Stock			
February 2016	51.00	6,549,000	333,973
Purchase of Treasury Stock			
December 2017	87.79	660,000	57,938
▶ **TOTAL**	**65.63**	**1,659,951**	**108,931**

[1] *The value of shares repurchased in 2013 and 2017 is inclusive of fees (net of taxes) paid in the amount of approximately €81 and €12, respectively, for services rendered.*

Additional paid-in capital

Additional paid-in capital is comprised of the premium paid on the issue of shares and stock options, the tax effects from stock options, the compensation expense from stock options, which is recognized according to IFRS 2 as well as changes in ownership interest in a subsidiary that does not result in a loss of control.

Retained earnings

Retained earnings is comprised of earnings generated by group entities in prior years to the extent that they have not been distributed as well as changes of the noncontrolling interests subject to put provisions.

Dividends

Under German law, the amount of dividends available for distribution to shareholders is based upon the unconsolidated retained earnings of the Company as reported in its balance sheet determined in accordance with the German Commercial Code (Handelsgesetzbuch).

Cash dividends of €293,973 for 2016 in the amount of €0.96 per share were paid on May 16, 2017.

Cash dividends of €244,251 for 2015 in the amount of €0.80 per share were paid on May 13, 2016.

Cash dividends of €236,773 for 2014 in the amount of €0.78 per share were paid on May 20, 2015.

Noncontrolling interests

Noncontrolling interests represent the proportion of the net assets of consolidated subsidiaries owned by minority shareholders. The Company has purchase obligations under options held by the holders of noncontrolling interests in certain of its subsidiaries. These obligations result from contractual put options and are exercisable by the owners of the noncontrolling interests. In addition to noncontrolling interests the potential obligations under these put options are recognized at fair value in other current or non-current liabilities by profit or loss neutral reclassification from equity.

18. SUPPLEMENTARY INFORMATION ON CAPITAL MANAGEMENT

The principle objectives of the Company's capital management strategy are to optimize the weighted average cost of capital and to achieve a balanced mix of total equity and debt. The dialysis industry, in which the Company has a strong market position in global, growing and largely non-cyclical markets, is characterized by stable cash flows. Due to the Company's payors' mostly high credit quality, it is able to generate high, stable, predictable and sustainable cash flows. These generated cash flows allow a reasonable proportion of debt, through the employment of an extensive mix of debt.

As of December 31, 2017 and December 31, 2016, total equity and debt were as follows:

5.55 TOTAL EQUITY, DEBT AND TOTAL ASSETS
in € THOUS

	2017	2016
Total equity including noncontrolling interests	10,828,186	11,051,132
Debt	7,447,686	8,132,114
Total assets	24,025,128	25,503,540
Debt *in % of total assets*	31.0%	31.9%
Total equity *in % of total assets (equity ratio)*	45.1%	43.3%

The Company is not subject to any capital requirements provided for in its Articles of Association. The Company has obligations to issue shares out of the conditional capital relating to the exercise of stock options on the basis of the existing 2011 SOP stock option plan see note 20.

Assuring financial flexibility is a top priority in the Company's financing strategy. This flexibility is achieved through a wide range of financing instruments and a high degree of diversification of investors. The Company's maturity profile displays a broad spread of maturities with a high proportion of medium and long-term financings. In the choice of financing instruments market capacity, investor diversification, flexibility, credit conditions and the existing maturity profile are taken into account see note 14.

A key financial performance indicator for the Company is the net leverage ratio, defined as the ratio of net debt/EBITDA. To determine the net leverage ratio, debt less cash and cash equivalents (net debt) is compared to EBITDA (adjusted for acquisitions and divestitures made during the year with a purchase price above a €50,000 threshold as defined in the Amended 2012 Credit Agreement, and non-cash charges). At December 31, 2017 and December 31, 2016, this ratio was 2.1 and 2.3, respectively.

The Company's financing structure and business model are reflected in the investment grade ratings. The Company is covered by the three leading rating agencies, Moody's, Standard & Poor's and Fitch.

5.56 RATING [1]

	Standard & Poor's	Moody's	Fitch
Corporate credit rating	BBB –	Baa3	BBB –
Outlook	positive	stable	stable

[1] *A rating is not a recommendation to buy, sell or hold securities of the Company, and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.*

19. EARNINGS PER SHARE

The following table contains reconciliations of the numerators and denominators of the basic and fully diluted earnings per share computations for 2017, 2016 and 2015:

5.57 RECONCILIATION OF BASIC AND FULLY DILUTED EARNINGS PER SHARE
in € THOUS, except share and per share data

	2017	2016	2015
Numerators			
▶ NET INCOME ATTRIBUTABLE TO SHAREHOLDERS OF FMC AG & CO. KGAA	**1,279,788**	**1,143,980**	**954,946**
Denominators			
Weighted average number of shares outstanding	306,563,400	305,748,381	304,440,184
Potentially dilutive shares	719,912	580,313	824,990
▶ BASIC EARNINGS PER SHARE	**4.17**	**3.74**	**3.14**
▶ FULLY DILUTED EARNINGS PER SHARE	**4.16**	**3.73**	**3.13**

20. SHARE-BASED PLANS

The Company accounts for its share-based plans in accordance with IFRS 2 (Share-based payments).

FMC AG & CO. KGAA share-based plans

At December 31, 2017, the Company has various share-based compensation plans, which may either be equity- or cash-settled.

FMC AG & CO. KGAA long-term incentive plan 2016

As of May 11, 2016, the issuance of stock options and phantom stocks under the FMC AG & CO. KGAA Long-Term Incentive Program 2011 (LTIP 2011) is no longer possible. In order to continue to enable the members of the Management Board, the members of the management boards of affiliated companies and managerial staff members to adequately participate in the long-term, sustained success of the Company, the Management Board and the supervisory board of Management AG have approved and adopted the FMC AG & CO. KGAA Long-Term Incentive Plan 2016 (LTIP 2016) as a successor program effective January 1, 2016.

The LTIP 2016 is a variable compensation program with long-term incentive effects. Pursuant to the LTIP 2016, the plan participants may be granted so-called "Performance Shares" annually or semiannually during 2016 to 2018. Performance Shares are non-equity, cash-settled virtual compensation instruments which may entitle plan participants to receive a cash payment depending on the achievement of pre-defined performance targets further defined below as well as the Company's share price development.

For members of the Management Board, the Supervisory Board will, in due exercise of its discretion and taking into account the individual responsibility and performance of each Management Board member, determine an initial value for each grant for any awards to Management Board members. For plan participants other than the members of the Management Board, such determination will be made by the Management Board. The initial grant value is determined in the currency in which the respective participant receives their base salary at the time of the grant. In order to determine the number of Performance Shares each plan participant receives, their respective grant value will be divided by the value per Performance Share at the time of the grant, which is mainly determined based on the average price of the Company's shares over a period of thirty calendar days prior to the respective grant date.

The number of granted Performance Shares may change over the performance period of three years, depending on the level of achievement of the following: (I) revenue growth, (II) growth in net income attributable to shareholders of FMC AG & CO. KGAA (net income growth) and (III) return on invested capital (ROIC) improvement.

Revenue, net income and ROIC are determined according to IFRS in euro based on full year results. Revenue growth and net income growth, for the purpose of this plan, are determined at constant currency.

An annual target achievement level of 100% will be reached for the revenue growth performance target if revenue growth is 7% in each individual year of the three-year performance period; revenue growth of 0% will lead to a target achievement level of 0% and the maximum target achievement level of 200% will be reached in the case of revenue growth of at least 16%. If revenue growth ranges between these values, the degree of target achievement will be linearly interpolated between these values.

An annual target achievement level of 100% for the net income growth performance target will be reached if net income growth is 7% in each individual year of the three-year performance period. In the case of net income growth of 0%, the target achievement level will also be 0%; the maximum target achievement of 200% will be reached in the case of net income growth of at least 14%. Between these values, the degree of target achievement will be determined by means of linear interpolation.

With regard to ROIC improvement, an annual target achievement level of 100% will be reached if the target ROIC as defined for the respective year is reached. In 2016, the target ROIC was 7.3% and will increase by 0.2% each subsequent year until 2020. A target achievement level of 0% will be reached if the ROIC falls below the target ROIC for the respective year by 0.2 percentage points or more, whereas the maximum target achievement level of 200% will be reached if the target ROIC for the respective year is exceeded by 0.2 percentage points or more. The degree of target achievement will be determined by means of linear interpolation if the ROIC ranges between these values. In case the annual ROIC target achievement level in the third year of a performance period is equal or higher than the ROIC target achievement level in each of the two previous years of such performance period, the ROIC target achievement level of the third year is deemed to be achieved for all years of the respective performance period.

The achievement level for each of the three performance targets will be weighted annually at one-third to determine the yearly target achievement for each year of the three-year performance period. The level of overall target achievement over the three-year performance period will then be determined on the basis of the mean of these three average yearly target achievements. The overall target achievement can be in a range of 0 to 200%.

The number of Performance Shares granted to the plan participants at the beginning of the performance period will each be multiplied by the level of overall target achievement in order to determine the final number of Performance Shares.

The final number of Performance Shares is generally deemed earned four years after the day of a respective grant (the vesting period). The number of such vested Performance Shares is then multiplied by the average Company share price over a period of thirty days prior to the lapse of this four-year vesting period. The respective resulting amount will then be paid to the plan participants as cash compensation.

During 2017, the Company awarded 614,985 Performance Shares under the LTIP 2016 including 73,746 Performance Shares to the members of the Management Board at a measurement date weighted average fair value of €83.40 each and a total fair value of €51,290, which will be revalued if the fair value changes. The total fair value will be amortized over the four-year vesting period.

During 2016, the Company awarded 642,349 Performance Shares under the LTIP 2016, including 79,888 Performance Shares to the members of the Management Board at a measurement date weighted average fair value of €76.19 each and a total fair value of €48,941 which will be revalued if the fair value changes. The total fair value will be amortized over the four-year vesting period.

FMC AG & CO. KGAA long-term incentive program 2011

On May 12, 2011, the FMC AG & CO. KGAA Stock Option Plan 2011 (2011 SOP) was established by resolution of the Company's Annual General Meeting. The 2011 SOP, together with the Phantom Stock Plan 2011, which was established by resolution of the General Partner's Management and supervisory boards, forms the Company's LTIP 2011. Under the LTIP 2011, participants were granted awards, which consisted of a combination of stock options and phantom stocks. The final grant under the LTIP 2011 was made in December 2015. Awards under the LTIP 2011 are subject to a four-year vesting period. Vesting of the awards granted is subject to achievement of pre-defined performance targets. The 2011 SOP was established with a conditional capital increase up to €12,000 subject to the issue of up to 12 M non-par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share.

Stock options granted under the LTIP 2011 have an eight-year term and can be exercised for the first time after a four-year vesting period. The exercise price of stock options granted under the LTIP 2011 shall be the average stock exchange price on the Frankfurt Stock Exchange of the Company's shares during the 30 calendar days immediately prior to each grant date. Stock options granted under the LTIP 2011 to U.S. participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Stock options under the LTIP 2011 are not transferable by a participant or a participant's heirs, and may not be transferred, pledged, assigned, or disposed of otherwise.

Phantom stock awards under the LTIP 2011 entitle the holders to receive payment in euro from the Company upon exercise of the phantom stock. The payment per phantom share in lieu of the issuance of such stock shall be based upon the share price on the Frankfurt Stock Exchange of one of the Company's shares on the exercise date. Phantom stock awards have a five-year term and can be exercised for the first time after a four-year vesting period. For participants who are U.S. tax payers, the phantom stock is deemed to be exercised in any event in the month of March following the end of the vesting period.

During 2015, under the LTIP 2011, the Company awarded 3,073,360 stock options, including 502,980 stock options granted to the Management Board, at a weighted average exercise price of €77.06, a weighted average fair value of €15.00 each and a total fair value of €46,088 which will be amortized over the four-year vesting period. The Company also awarded 607,828 shares of phantom stock, including 62,516 shares of phantom stock granted to members of the Management Board at a measurement date weighted average fair value of €73.81 each and a total fair value of €44,864, which will be revalued if the fair value changes, and amortized over the four-year vesting period.

New incentive bonus plan

In 2017, the Management Board was eligible for performance-related compensation that depended upon achievement of pre-defined targets. The targets are measured based on the operating income margin, net income growth and free cash flow (net cash provided by operating activities after capital expenditures before acquisitions and investments) in percentage of revenue, and are derived from the comparison of targeted and actually achieved current year figures. Targets are divided into Group level targets and those to be achieved in individual regions and areas of responsibility.

Performance-related bonuses for fiscal year 2017 consist proportionately of a cash component and a share-based component which will be paid in cash. Upon meeting the annual targets, the cash component for the year 2017 will be paid in the following year, after the consolidated financial statements for 2017 have been approved. The share-based component is subject to a three-year vesting period, although a shorter period may apply in special cases (e. g. occupational disability, retirement and employment contracts which were not extended by the Company). The amount of cash for the payment relating to the share-based component shall be based on the share price of Fresenius Medical Care AG & Co. KGaA ordinary shares upon exercise. For each of the members of the Management Board, the amount of the achievable pay component as well as of the allocation value of the cash-settled share-based compensation is capped.

Share-based compensation related to this plan for years ending 2017, 2016 and 2015 was €3,418, €3,281 and €801, respectively.

FMC AG & CO. KGAA Stock Option Plan 2006

The FMC AG & CO. KGAA Stock Option Plan 2006 (Amended 2006 Plan) was established with a conditional capital increase up to €12,800, subject to the issue of up to 5 M no par value bearer ordinary shares with a nominal value of €1.00, each of which can be exercised to obtain one ordinary share. In connection with the share split effected in 2007, the principal amount was adjusted to the same proportion as the share capital out of the capital increase up to €15,000 by the issue of up to 15 M new non-par value bearer ordinary shares. After December 2010, no further grants were issued under the Amended 2006 Plan. As at December 31, 2017 there are no further exercisable stock options under the plan 2006.

Options granted under the Amended 2006 Plan to U.S. participants are non-qualified stock options under the United States Internal Revenue Code of 1986, as amended. Options under the Amended 2006 Plan are not transferable by a participant or a participant's heirs, and may not be transferred, pledged, assigned, or otherwise disposed of.

Information on holdings under share-based plans

At December 31, 2017, the Management Board held 819,491 stock options and employees of the Company held 4,007,643 stock options under the various share-based compensation plans of the Company.

At December 31, 2017, the Management Board held 73,432 phantom shares and employees of the Company held 691,164 phantom shares under the 2011 Incentive Plan.

At December 31, 2017, the Management Board held 150,993 Performance Shares and employees of the Company held 1,042,923 Performance Shares under the LTIP 2016.

Additional information on stock options

The table below provides reconciliations for stock options outstanding at December 31, 2017, as compared to December 31, 2016.

5.58 TRANSACTIONS

	Options (in THOUS)	Weighted Average Exercise Price in €
Stock options for shares		
▸ BALANCE AT DECEMBER 31, 2016	**6,067**	**62.98**
Granted	–	–
Exercised[1]	889	47.50
Forfeited	351	52.82
▸ BALANCE AT DECEMBER 31, 2017	**4,827**	**65.67**

[1] *The average share price at the date of exercise of the options was €83.01.*

The following table provides a summary of fully vested options outstanding and exercisable at December 31, 2017:

5.59 SHARE OPTIONS

	Outstanding			Exercisable	
	Number of options	Weighted average remaining contractual life in years	Weighted average exercise price in €	Number of options	Weighted average exercise price in €
Range of exercise prices in €					
45.01 – 50.00	1,630,590	4.41	49.90	278,460	49.75
50.01 – 55.00	254,360	1.59	52.42	254,360	52.42
55.01 – 60.00	226,156	3.12	57.60	174,316	57.30
60.01 – 65.00	–	–	–	–	–
65.01 – 70.00	–	–	–	–	–
70.01 – 75.00	–	–	–	–	–
75.01 – 80.00	2,716,028	5.58	77.04	–	–
▸ TOTAL	**4,827,134**	**4.86**	**65.67**	**707,136**	**52.57**

At December 31, 2017, there was €9,930 total unrecognized compensation costs related to non-vested options granted under all plans. These costs are expected to be recognized over a weighted average period of one year.

During the years ended December 31, 2017, 2016, and 2015, the Company received cash of €42,234, €39,438 and €68,745, respectively, from the exercise of stock options see note 17. The intrinsic value of stock options exercised for the twelve-month periods ending December 31, 2017, 2016, and 2015 was €31,580, €31,410 and €66,594, respectively.

The compensation expenses related to equity-settled stock option programs are determined based upon the fair value on the grant date and the number of stock options granted which will be recognized over the four year vesting period. In connection with its equity-settled stock option programs, the Company incurred compensation expense of €11,736, €23,210 and €5,933 for the years ending December 31, 2017, 2016 and 2015, respectively.

The compensation expenses related to cash-settled share based payment transactions are determined based upon the fair value at the measurement date and the number of phantom shares or Performance Shares granted which will be recognized over the four-year vesting period. In connection with cash-settled share based payment transactions, the Company recognized compensation expense of €21,576, €15,509 and €10,755 related to phantom shares for the years ending December 31, 2017, 2016 and 2015, respectively, and €38,882 and €19,513, related to Performance Shares for the year ended December 31, 2017 and 2016.

Fair value information

The Company used a binomial option-pricing model in determining the fair value of the awards under the 2011 SOP and the Amended 2006 Plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experience of other entities of the same size and in similar industries. Expected volatility is based on historical volatility of the Company's shares. To incorporate the effects of expected early exercise in the model, an early exercise of vested options was assumed as soon as the share price exceeds 155% of the exercise price. The Company's stock options have characteristics that vary significantly from traded options and changes in subjective assumptions can materially affect the fair value of the option. The assumptions used to determine the fair value of the 2015 grants are as follows:

5.60 WEIGHTED AVERAGE ASSUMPTIONS

	2015
Expected dividend yield	1.46%
Risk-free interest rate	0.44%
Expected volatility	22.32%
Expected life of options	8 years
Weighted average Exercise price	77.06 €
Weighted average Share price at grant date	77.25 €

Subsidiary stock incentive plans

Subsidiary stock incentive plans were established during 2014 in conjunction with two acquisitions made by the Company. Under these plans, two of the Company's subsidiaries are authorized to issue a total of 116,103,806 Incentive Units. The Incentive Units have two types of vesting conditions: a service condition and a performance condition. Of the total Incentive Units granted, eighty percent vest ratably over a four year period and twenty percent vest upon the achievement of certain of the relevant subsidiary's performance targets over a six year vesting period (the Performance Units).

Fifty percent of the Performance Units will vest upon achievement of performance targets in 2017. The remaining 50%, plus any unvested Performance Units, will vest upon achievement of performance targets in 2019. All of the Performance Units will vest upon achievement of performance targets in 2020, if not previously vested. Additionally, for one of the subsidiaries, all Performance Units not previously vested will vest upon successful completion of an initial public offering.

As of December 31, 2017, 2016 and 2015, €2,041, €13,820 and €15,721, respectively, total unrecognized compensation expenses related to unvested Incentive Units under the plans. These costs are expected to be recognized over a weighted average period of 1.3 years.

The Company used the Monte Carlo pricing model in determining the fair value of the awards under this incentive plan. Option valuation models require the input of subjective assumptions including expected stock price volatility. The Company's assumptions are based upon its past experiences, market trends and the experiences of other entities of the same size and in similar industries.

21. OPERATING LEASES AND RENTAL PAYMENTS

The Company leases buildings and machinery and equipment under various lease agreements expiring on dates through 2063. Rental expense recorded for operating leases for the years ended December 31, 2017, 2016 and 2015 was €823,446, €756,393 and €690,830, respectively. For information regarding operating leases with related parties see note 5a.

Future minimum rental payments under non-cancelable operating leases for the five years succeeding December 31, 2017 and 2016 and thereafter are:

5.61 FUTURE MINIMUM RENTAL PAYMENTS
in € THOUS

	2017	*2016*
1 year	728,312	702,436
1–3 years	1,246,719	1,138,767
3–5 years	934,725	827,555
Over 5 years	1,595,270	1,291,060
▸ **TOTAL**	**4,505,026**	**3,959,818**

22. COMMITMENTS AND CONTINGENCIES

Legal and regulatory matters

The Company is routinely involved in claims, lawsuits, regulatory and tax audits, investigations and other legal matters arising, for the most part, in the ordinary course of its business of providing health care services and products. Legal matters that the Company currently deems to be material or noteworthy are described below. For the matters described below in which the Company believes a loss is both reasonably possible and estimable, an estimate of the loss or range of loss exposure is provided. For the other matters described below, the Company believes that the loss probability is remote and/or the loss or range of possible losses cannot be reasonably estimated at this time. The outcome of litigation and other legal matters is always difficult to predict accurately and outcomes that are not consistent with the Company's view of the merits can occur. The Company believes that it has valid defenses to the legal matters pending against it and is defending itself vigorously. Nevertheless, it is possible that the resolution of one or more of the legal matters currently pending or threatened could have a material adverse effect on its business, results of operations and financial condition.

On February 15, 2011, a whistleblower (relator) action under the False Claims Act against FMCH was unsealed by order of the United States District Court for the District of Massachusetts and served by the relator. United States ex rel. Chris Drennen v. Fresenius Medical Care Holdings, Inc., 2009 Civ. 10179 (D. Mass.). The relator's complaint, which was first filed under seal in February 2009, alleged that the Company sought and received reimbursement from government payors for serum ferritin and multiple forms of hepatitis B laboratory tests that were medically unnecessary or not properly ordered by a physician. Discovery on the relator's complaint closed in May 2015. Although the United States initially declined to intervene in the case, the government subsequently changed position. On April 3, 2017, the court allowed the government to intervene with respect only to certain hepatitis B surface antigen tests performed prior to 2011, when Medicare reimbursement rules for such tests changed. The court rejected the government's request to conduct new discovery, but is allowing FMCH to take discovery against the government as if the government had intervened at the outset.

Beginning in 2012, the Company received certain communications alleging conduct in countries outside the U.S. that might violate the FCPA or other anti-bribery laws. Since that time, the Company's Supervisory Board, through its Audit and Corporate Governance Committee, has conducted investigations with the assistance of independent counsel. In a continuing dialogue, the Company voluntarily advised the SEC and the DOJ about these investigations, while the SEC and DOJ (collectively the "government" or "government agencies") have conducted their own investigations, in which the Company has cooperated.

In the course of this dialogue, the Company has identified and reported to the government, and has taken remedial actions including employee disciplinary actions with respect to, conduct that might result in the government agencies' seeking monetary penalties or other sanctions against the Company under the FCPA or other anti-bribery laws and impact adversely the Company's ability to conduct business in certain jurisdictions. The Company has recorded in prior periods a non-material accrual for certain adverse impacts that were identified.

The Company has substantially concluded its investigations and undertaken discussions toward a possible settlement with the government agencies that would avoid litigation over government demands related to certain identified conduct. These discussions are continuing and have not yet achieved an agreement-in-principle; failure to reach agreement and consequent litigation with either or both government agencies remains possible. The discussions have revolved around possible bribery and corruption questions principally related to certain conduct in the Company's products business in a number of countries.

The Company has recorded a charge of €200,000 in the accompanying financial statements. The charge is based on ongoing settlement negotiations that would avoid litigation between the Company and the government agencies and represents an estimate from a range of potential outcomes estimated from current discussions. The charge encompasses government agencies claims for profit disgorgement, as well as accruals for fines or penalties, certain legal expenses and other related costs or asset impairments.

The Company continues to implement enhancements to its anti-corruption compliance program, including internal controls related to compliance with international anti-bribery laws. The Company continues to be fully committed to FCPA and other anti-bribery law compliance.

On April 5, 2013, the U.S. Judicial Panel on Multidistrict Litigation ordered that the numerous lawsuits pending in various federal courts alleging wrongful death and personal injury claims against FMCH and certain of its affiliates relating to FMCH's acid concentrate products NaturaLyte® and GranuFlo® be transferred and consolidated for pretrial management purposes into a consolidated multidistrict litigation in the United States District Court for the District of Massachusetts. In Re: Fresenius GranuFlo/NaturaLyte Dialysate Products Liability Litigation, Case No. 2013-md-02428. The Massachusetts state courts and the St. Louis City (Missouri) court subsequently established similar consolidated litigation for their cases. In Re: Consolidated Fresenius Cases, Case No. MICV 2013-03400-O (Massachusetts Superior Court, Middlesex County). Similar cases were filed in other state courts. The lawsuits alleged generally that inadequate labeling and warnings for these products caused harm to patients. On February 17, 2016, the Company reached with a committee of plaintiffs' counsel and reported to the courts an agreement in principle for settlement of potentially all cases. The agreement in principle called for the Company to pay $250,000 into a settlement fund in exchange for releases of substantially all the plaintiffs' claims, subject to the Company's right to void the settlement under certain conditions.

On November 28, 2017, after the plaintiff committee and the Company determined that the condition of settlement related to minimum participation had been satisfied, the Company and its insurers funded and consummated the settlement on or about this date. The Company understands that fewer than fifty (50) plaintiffs with cases pending in the U.S. District Court for Massachusetts (Boston); Los Angeles, California county court; or Birmingham, Alabama county court declined to participate in the settlement and intend to continue litigation. These remaining cases represent less than 0.5% of the total cases filed. In some instances, the non-participating plaintiffs' counsel have moved to withdraw and no substitute counsel has been engaged.

The Company's affected insurers funded $220,000 of the settlement fund, with a reservation of rights regarding certain coverage issues between and among the Company and its insurers. The Company accrued a net expense of $60,000 for consummation of the settlement, including legal fees and other anticipated costs.

Following entry of the agreement in principle, the Company's insurers in the AIG group and the Company each initiated litigation against the other, in New York and Massachusetts state courts respectively, relating to the AIG group's coverage obligations under applicable policies. In the coverage litigation, the AIG group seeks to be indemnified by the Company for a portion of its $220,000 outlay; the Company seeks to confirm the AIG group's $220,000 funding obligation, to recover defense costs already incurred by the Company, and to compel the AIG group to honor defense and indemnification obligations, if any, required for resolution of cases not participating in the settlement.

Certain of the complaints in the GranuFlo®/NaturaLyte® litigation named combinations of FMC AG & CO. KGAA, Management AG, Fresenius SE and Fresenius Management SE as defendants, in addition to FMCH and its domestic United States affiliates. Plaintiffs participating in the settlement dismissed and released their claims encompassing the European defendants.

Four institutional plaintiffs filed complaints against FMCH or its affiliates under state deceptive practices statutes resting on certain background allegations common to the GranuFlo®/NaturaLyte® personal injury litigation, but seeking as remedy the repayment of sums paid to FMCH attributable to the GranuFlo®/NaturaLyte® products. These cases implicate different legal standards, theories of liability and forms of potential recovery from those in the personal injury litigation and their claims were not extinguished by the personal injury litigation settlement described above. The four plaintiffs are the Attorneys General for the States of Kentucky, Louisiana and Mississippi and the commercial insurance company Blue Cross Blue Shield of Louisiana in its private capacity. State of Mississippi ex rel. Hood, v. Fresenius Medical Care Holdings, Inc., No. 14-CV-152 (Chancery Court, DeSoto County); State of Louisiana ex re. Caldwell and Louisiana Health Service & Indemnity Company v. Fresenius Medical Care Airline, 2016 Civ. 11035 (U.S.D.C. D. Mass.); Commonwealth of Kentucky ex rel. Beshear v. Fresenius Medical Care Holdings, Inc. et al., No. 16-CI-00946 (Circuit Court, Franklin County).

In August 2014, FMCH received a subpoena from the United States Attorney for the District of Maryland inquiring into FMCH's contractual arrangements with hospitals and physicians involving contracts relating to the management of in-patient acute dialysis services. FMCH is cooperating in the investigation.

In July 2015, the Attorney General for Hawaii issued a civil complaint under the Hawaii False Claims Act alleging a conspiracy pursuant to which certain Liberty Dialysis subsidiaries of FMCH overbilled Hawaii Medicaid for Liberty's Epogen® administrations to Hawaii Medicaid patients during the period from 2006 through 2010, prior to the time of FMCH's acquisition of Liberty. Hawaii v. Liberty Dialysis – Hawaii, LLC et al., Case No. 15-1-1357-07 (Hawaii 1st Circuit). The State alleges that Liberty acted unlawfully by relying on incorrect and unauthorized billing guidance provided to Liberty by Xerox State Healthcare LLC, which acted as Hawaii's contracted administrator for its Medicaid program reimbursement operations during the relevant period. The amount of the overpayment claimed by the State is approximately $8,000, but the State seeks civil remedies, interest, fines, and penalties against Liberty and FMCH under the Hawaii False Claims Act substantially in excess of the overpayment. FMCH filed third-party claims for contribution and indemnification against Xerox. The State's False Claims Act complaint was filed after Liberty initiated an administrative action challenging the State's recoupment of alleged overpayments from sums currently owed to Liberty. The civil litigation and administrative action are proceeding in parallel. Trial in the civil litigation is scheduled for April 2019.

On August 31 and November 25, 2015, respectively, FMCH received subpoenas under the False Claims Act from the United States Attorneys for the District of Colorado and the Eastern District of New York inquiring into FMCH's participation in and management of dialysis facility joint ventures in which physicians are partners. On March 20, 2017, FMCH received a subpoena in the Western District of Tennessee inquiring into certain of the operations of dialysis facility joint ventures with the University of Tennessee Medical Group, including joint ventures in which FMCH's interests were divested to Satellite Dialysis in connection with FMCH's acquisition of Liberty Dialysis in 2012. FMCH is cooperating in these investigations.

On October 6, 2015, the Office of Inspector General of the United States Department of Health and Human Services (OIG) issued a subpoena under the False Claims Act to the Company seeking information about utilization and invoicing by Fresenius Vascular Care, now known as Azura Vascular Care, facilities as a whole for a period beginning after the Company's acquisition of American Access Care LLC in October 2011 (AAC). On August 24, 2017, an additional and more detailed subpoena on the same topics was issued by the United States Attorney for the Eastern District of New York (Brooklyn), which has managed the Azura investigation from its outset. The Company is cooperating in the government's inquiry. Allegations against AAC arising in districts in Connecticut, Florida and Rhode Island relating to utilization and invoicing were settled in 2015.

On June 30, 2016, FMCH received a subpoena from the United States Attorney for the Northern District of Texas (Dallas) seeking information under the False Claims Act about the use and management of pharmaceuticals including Velphoro® as well as FMCH's interactions with DaVita Healthcare Partners, Inc. The investigation encompasses DaVita, Amgen, Sanofi, and other pharmaceutical manufacturers and includes inquiries into whether certain compensation transfers between manufacturers and pharmacy vendors constituted unlawful kickbacks. The Company understands that this investigation is substantively independent of the $63,700 settlement by Davita Rx announced on December 14, 2017 in the matter styled United States ex rel. Gallian v. DaVita Rx, 2016 Civ. 0943 (N.D. Tex.). FMCH is cooperating in the investigation.

On November 18, 2016, FMCH received a subpoena under the False Claims Act from the United States Attorney for the Eastern District of New York (Brooklyn) seeking documents and information relating to the operations of Shiel Medical Laboratory, Inc., which FMCH acquired in October 2013. In the course of cooperating in the investigation and preparing to respond to the subpoena, FMCH identified falsifications and misrepresentations in documents submitted by a Shiel salesperson that relate to the integrity of certain invoices submitted by Shiel for laboratory testing for patients in long term care facilities. On February 21, 2017, FMCH terminated the employee and notified the United States Attorney of the termination and its circumstances. The terminated employee's conduct may subject the Company to liability for overpayments and penalties under applicable laws.

On December 12, 2017, the Company sold to Quest Diagnostics certain Shiel operations that are the subject of this Brooklyn subpoena, including the misconduct reported to the United States Attorney. Under the sale agreement, the Company retains responsibility for the Brooklyn investigation and its outcome. The Company continues to cooperate in the ongoing investigation.

On December 14, 2016, the Center for Medicare & Medicaid Services (CMS), which administers the federal Medicare program, published an Interim Final Rule (IFR) titled "Medicare Program; Conditions for Coverage for End-Stage Renal Disease Facilities-Third Party Payment". The IFR would have amended the Conditions for Coverage for dialysis providers, like FMCH and would have effectively enabled insurers to reject premium payments made by or on behalf of patients who received grants for individual market coverage from the American Kidney Fund (AKF or the "Fund"). The IFR could thus have resulted in those patients losing individual insurance market coverage. The loss of coverage for these patients would have had a material and adverse impact on the operating results of FMCH.

On January 25, 2017, a federal district court in Texas responsible for litigation initiated by a patient advocacy group and dialysis providers including FMCH preliminarily enjoined CMS from implementing the IFR. Dialysis Patient Citizens v. Burwell, 2017 Civ. 0016 (E.D. Texas, Sherman Div.). The preliminary injunction was based on CMS' failure to follow appropriate notice-and-comment procedures in adopting the IFR. The injunction remains in place and the court retains jurisdiction over the dispute.

On June 22, 2017, CMS requested a stay of proceedings in the litigation pending further rulemaking concerning the IFR. CMS stated, in support of its request, that it expects to publish a Notice of Proposed Rulemaking in the Federal Register and otherwise pursue a notice-and-comment process. Plaintiffs in the litigation, including FMCH, consented to the stay, which was granted by the court on June 27, 2017.

The operation of charitable assistance programs like that of the AKF is also receiving increased attention by state insurance regulators. The result may be a regulatory framework that differs from state to state. Even in the absence of the IFR or similar administrative actions, insurers are likely to continue efforts to thwart charitable premium assistance to our patients for individual market plans and other insurance coverages. If successful, these efforts would have a material adverse impact on the Company's operating results.

On January 3, 2017, the Company received a subpoena from the United States Attorney for the District of Massachusetts under the False Claims Act inquiring into the Company's interactions and relationships with the AKF, including the Company's charitable contributions to the Fund and the Fund's financial assistance to patients for insurance premiums. FMCH is cooperating in the investigation, which the Company understands to be part of a broader investigation into charitable contributions in the medical industry.

In early May 2017, the United States Attorney for the Middle District of Tennessee (Nashville) issued identical subpoenas to FMCH and two subsidiaries under the False Claims Act concerning the Company's retail pharmaceutical business. The investigation is exploring allegations related to improper inducements to dialysis patients to fill oral prescriptions through FMCH's pharmacy service, improper billing for returned pharmacy products and other allegations similar to those underlying the $63,700 settlement by DaVita Rx in Texas announced on December 14, 2017. United States ex rel. Gallian, 2016 Civ. 0943 (N.D. Tex.). FMCH is cooperating in the investigation.

In 2011, FMCH received a subpoena from the United States Attorney for the Eastern District of New York (Brooklyn) requesting information under the False Claims Act concerning an assay manufactured by Bayer Diagnostics. Bayer Diagnostics was later acquired by Siemens. The assay is used to test for the serum content of parathyroid hormone (PTH). The assay has been widely used by FMCH and others in the dialysis industry for assessment of bone mineral metabolism disorder, a common consequence of kidney failure. FMCH responded fully and cooperatively to the subpoena, but concluded that it was not the focus or target of the U.S. Attorney's investigation. On March 16, 2017, the U.S. Attorney elected not to intervene on a sealed relator (whistleblower) complaint first filed in January 2011 that underlay the investigation. After the U.S. Attorney declined intervention, the United States District Court for the Eastern District unsealed the complaint and ordered the relator to serve and otherwise proceed on his own. On August 14, 2017, FMCH was dismissed with prejudice from the litigation on relator's motion. The litigation continued against other defendants Patriarca v. Bayer Diagnostics n/k/a Siemens et alia, 2011 Civ. 00181 (E.D.N.Y.).

The Company received a subpoena dated December 11, 2017 from the United States Attorney for the Eastern District of California (Sacramento) requesting information under the False Claims Act concerning Spectra Laboratories, the Company's affiliate engaged in laboratory testing for dialysis patients. The inquiry relates to allegations that certain services or materials provided by Spectra to its outpatient dialysis facility customers constitute unlawful kickbacks. The Company understands that the allegations originate with an industry competitor and is cooperating in the investigation.

From time to time, the Company is a party to or may be threatened with other litigation or arbitration, claims or assessments arising in the ordinary course of its business. Management regularly analyzes current information including, as applicable, the Company's defenses and insurance coverage and, as necessary, provides accruals for probable liabilities for the eventual disposition of these matters.

The Company, like other health care providers, insurance plans and suppliers, conducts its operations under intense government regulation and scrutiny. It must comply with regulations which relate to or govern the safety and efficacy of medical products and supplies, the marketing and distribution of such products, the operation of manufacturing facilities, laboratories, dialysis clinics and other health care facilities, and environmental and occupational health and safety. With respect to its development, manufacture, marketing and distribution of medical products, if such compliance is not maintained, the Company could be subject to significant adverse regulatory actions by the U.S. Food and Drug Administration (FDA) and comparable regulatory authorities outside the U.S. These regulatory actions could include warning letters or other enforcement notices from the FDA, and/or comparable foreign regulatory authority which may require the Company to expend significant time and resources in order to implement appropriate corrective actions. If the Company does not address matters raised in warning letters or other enforcement notices to the satisfaction of the FDA and/or comparable regulatory authorities outside the U.S., these regulatory authorities could take additional actions, including product recalls, injunctions against the distribution of products or operation of manufacturing plants, civil penalties, seizures of the Company's products and/or criminal prosecution. FMCH is currently engaged in remediation efforts with respect to one pending FDA warning letter. The Company must also comply with the laws of the United States, including the federal Anti-Kickback Statute, the federal False Claims Act, the federal Stark Law, the federal Civil Monetary Penalties Law and the federal Foreign Corrupt Practices Act as well as other federal and state fraud and abuse laws. Applicable laws or regulations may be amended, or enforcement agencies or courts may make interpretations that differ from the Company's interpretations or the manner in which it conducts its business. Enforcement has become a high priority for the federal government and some states. In addition, the provisions of the False Claims Act authorizing payment of a portion of any recovery to the party bringing the suit encourage private plaintiffs to commence whistleblower actions. By virtue of this regulatory environment, the Company's business activities and practices are subject to extensive review by regulatory authorities and private parties, and continuing audits, subpoenas, other inquiries, claims and litigation relating to the Company's compliance with applicable laws and regulations. The Company may not always be aware that an inquiry or action has begun, particularly in the case of whistleblower actions, which are initially filed under court seal.

The Company operates many facilities and handles the personal data (PD) of its patients and beneficiaries throughout the United States and other parts of the world, and engages with other business associates to help it carry out its health care activities. In such a decentralized system, it is often difficult to maintain the desired level of oversight and control over the thousands of individuals employed by many affiliated companies and its business associates. On occasion, the Company or its business associates may experience a breach under the Health Insurance Portability and Accountability Act Privacy Rule and Security Rules, the EU's General Data Protection Regulation and or other similar laws (Data Protection Laws) when there has been impermissible use, access, or disclosure of unsecured PD or when the Company or its business associates neglect to implement the required administrative, technical and physical safeguards of its electronic systems and devices, or a data breach that results in impermissible use, access or disclosure of personal identifying information of its employees, patients and beneficiaries. On those occasions, the Company must comply with applicable breach notification requirements.

The Company relies upon its management structure, regulatory and legal resources, and the effective operation of its compliance program to direct, manage and monitor the activities of its employees. On occasion, the Company may identify instances where employees or other agents deliberately, recklessly or inadvertently contravene the Company's policies or violate applicable law. The actions of such persons may subject the Company and its subsidiaries to liability under the Anti-Kickback Statute, the Stark Law, the False Claims Act, Data Protection Laws, the Health Information Technology for Economic and Clinical Health Act and the Foreign Corrupt Practices Act, among other laws and comparable state laws or laws of other countries.

Physicians, hospitals and other participants in the health care industry are also subject to a large number of lawsuits alleging professional negligence, malpractice, product liability, worker's compensation or related claims, many of which involve large claims and significant defense costs. The Company has been and is currently subject to these suits due to the nature of its business and expects that those types of lawsuits may continue. Although the Company maintains insurance at a level which it believes to be prudent, it cannot assure that the coverage limits will be adequate or that insurance will cover all asserted claims. A successful claim against the Company or any of its subsidiaries in excess of insurance coverage could have a material adverse effect upon it and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company has also had claims asserted against it and has had lawsuits filed against it relating to alleged patent infringements or businesses that it has acquired or divested. These claims and suits relate both to operation of the businesses and to the acquisition and divestiture transactions. The Company has, when appropriate, asserted its own claims, and claims for indemnification. A successful claim against the Company or any of its subsidiaries could have a material adverse effect upon its business, financial condition, and the results of its operations. Any claims, regardless of their merit or eventual outcome, could have a material adverse effect on the Company's reputation and business.

The Company is also subject to ongoing and future tax audits in the U.S., Germany and other jurisdictions. With respect to other potential adjustments and disallowances of tax matters currently under review, the Company does not anticipate that an unfavorable ruling could have a material impact on its results of operations. The Company is not currently able to determine the timing of these potential additional tax payments.

Other than those individual contingent liabilities mentioned above, as well as in note 8 and 21, the current estimated amount of the Company's other known individual contingent liabilities is immaterial.

23. FINANCIAL INSTRUMENTS

The Company applies IFRS 7 (Financial Instruments: Disclosures). Thereby the following categories according to IAS 39 (Financial Instruments: Recognition and Measurement) are relevant: financial assets at fair value through profit or loss, loans and receivables, financial liabilities at fair value through profit or loss as well as financial liabilities recognized at amortized cost and available for sale financial assets.

The following table demonstrates the combination between categories and classes as well as the classes allocated to the balance sheet items:

5.62 FINANCIAL INSTRUMENTS – MATRIX

	Classes		
Categories	*Cash and cash equivalents*	*Assets recognized at carrying amount*	*Liabilities recognized at carrying amount*
Financial assets at fair value through profit or loss			
Loans and receivables		Trade accounts receivable, Accounts receivable from related parties, Other current and non-current assets	
Financial liabilities at fair value through profit or loss			
Financial liabilities recognized at amortized cost			Accounts payable, Accounts payable to related parties, Short-term debt, Short-term debt from related parties, Long-term debt and capital lease obligations[1], Current provisions and other current liabilities
Available for sale financial assets			
Not assigned to a category	Cash and cash equivalents	Other current and non-current assets	Long-term debt and capital lease obligations[2]

1 *Excluding capital lease obligations.*
2 *Exclusively capital lease obligations.*

	Classes				
	Assets recognized at fair value	*Liabilities recognized at fair value*	*Noncontrolling interests subject to put provisions*	*Derivatives not designated as hedging instruments*	*Derivatives designated as hedging instruments*
				Other current and non-current assets	
		Current and non-current provisions and other current and non-current liabilities		Current and non-current provisions and other current and non-current liabilities	
	Other current assets and non-current assets				
			Other current liabilities and non-current liabilities		Other current and non-current assets, Current and non-current provisions and other current and non-current liabilities

Valuation of financial instruments

The carrying amounts of financial instruments at December 31, 2017 and 2016, classified into categories according to IAS 39, can be seen in the following table:

5.63 CARRYING AMOUNT OF FINANCIAL INSTRUMENT CATEGORIES
in € THOUS

	2017	2016
Loans and receivables	3,573,597	3,835,800
Financial liabilities recognized at amortized cost	(9,594,293)	(10,449,169)
Financial assets at fair value through profit or loss	113,713	132,406
Financial liabilities at fair value through profit or loss	(317,745)	(339,701)
Available for sale financial assets[1]	19,493	256,437
Not assigned to a category	261,484	(194,176)

[1] *The impact on the consolidated statements of shareholders' equity is not material.*

The following table presents the carrying amounts and fair values of the Company's financial instruments at December 31, 2017 and 2016:

5.64 CARRYING AMOUNT AND FAIR VALUE OF FINANCIAL INSTRUMENTS
in € THOUS

	2017		2016	
	Carrying amount	Fair value	Carrying amount	Fair value
Non-derivative financial instruments				
Cash and cash equivalents	978,109	978,109	708,882	708,882
Assets recognized at carrying amount[1]	3,728,097	3,728,097	3,987,806	3,987,806
Assets recognized at fair value	19,493	19,493	256,437	256,437
Liabilities recognized at carrying amount[2]	(9,631,997)	(10,038,690)	(10,492,944)	(10,993,377)
Liabilities recognized at fair value	(205,791)	(205,791)	(223,504)	(223,504)
Noncontrolling interests subject to put provisions	(830,773)	(830,773)	(1,007,733)	(1,007,733)
Derivative financial instruments				
Derivatives not designated as hedging instruments	1,759	1,759	16,209	16,209
Derivatives designated as hedging instruments	(2,648)	(2,648)	(3,556)	(3,556)

[1] *Not included are „Other current and non-current assets" that do not qualify as financial instruments (December 31, 2017: €653,449 and December 31, 2016: €850,630).*
[2] *Not included are „Current and non-current provisions and other current and non-current liabilities" that do not qualify as financial instruments (December 31, 2017: €1,221,209 and December 31, 2016: €1,190,462).*

Derivative and non-derivative financial instruments that are measured at fair value are categorised in the following three-tier value hierarchy that reflects the significance of the inputs in making the measurements. Level 1 is defined as observable inputs, such as quoted prices in active markets. Level 2 is defined as inputs other than quoted prices in active markets that are directly or indirectly observable. Level 3 is defined as unobservable inputs for which little or no market data exists, therefore requiring the Company to develop its own assumptions.

The valuation of the Company's derivatives was determined using significant other observable inputs (Level 2).

Non-derivative financial instruments

The significant methods and assumptions used in estimating the fair values of non-derivative financial instruments are as follows:

Cash and cash equivalents are stated at nominal value which equals the fair value.

Short-term financial instruments such as trade accounts receivable, accounts receivable from related parties, accounts payable, accounts payable to related parties and short-term debt as well as certain other financial instruments are valued at their carrying amounts, which are reasonable estimates of the fair value due to the relatively short period to maturity of these instruments.

The fair value of available for sale financial assets quoted in an active market is based on price quotations at the period-end date (Level 1).

Long-term debt is recognized at its carrying amount. The fair values of major long-term debt are calculated on the basis of market information (Level 2). Liabilities for which market quotes are available are measured using these quotes. The fair values of the other long-term debt are calculated at the present value of the respective future cash flows. To determine these present values, the prevailing interest rates and credit spreads for the Company as of the balance sheet date are used.

Variable payments outstanding for acquisitions are recognized at their fair value. The estimation of the individual fair values is based on the key inputs of the arrangement that determine the future contingent payment as well as the Company's expectation of these factors (Level 3). The Company assesses the likelihood and timing of achieving the relevant objectives. The underlying assumptions are reviewed regularly.

Following is a roll forward of variable payments outstanding for acquisitions for the years ended 2017, 2016 and 2015:

5.65 VARIABLE PAYMENTS OUTSTANDING FOR ACQUISITIONS
in € THOUS

	2017	2016	2015
▸ BEGINNING BALANCE AT JANUARY 1	**223,504**	**51,125**	**41,911**
Acquisitions and divestitures	21,128	195,701	31,712
Repayments	(32,764)	(25,826)	(24,760)
(Gain) loss recognized in profit or loss	(2,685)	613	(1,080)
Foreign currency translation and other changes	(3,391)	1,891	3,342
▸ ENDING BALANCE AT DECEMBER 31	**205,792**	**223,504**	**51,125**

Noncontrolling interests subject to put provisions are recognized at their fair value. The methodology the Company uses to estimate the fair values assumes the greater of net book value or a multiple of earnings, based on historical earnings, development stage of the underlying business and other factors (Level 3). Additionally, there are put provisions that are valued by an external valuation firm. The external valuation estimates the fair values using a combination of discounted cash flows and a multiple of earnings and/or revenue (Level 3). When applicable, the obligations are discounted at a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the liability. The estimated fair values of the noncontrolling interests subject to these put provisions can also fluctuate, and the discounted cash flows as well as the implicit multiple of earnings and/or revenue at which these noncontrolling interest obligations may ultimately be settled could vary significantly from the Company's current estimates depending upon market conditions.

Following is a roll forward of noncontrolling interests subject to put provisions for the years ended 2017, 2016 and 2015:

5.66 NONCONTROLLING INTERESTS SUBJECT TO PUT PROVISIONS
in € THOUS

	2017	2016	2015
▸ BEGINNING BALANCE AT JANUARY 1	**1,007,733**	**791,075**	**551,045**
Contributions to noncontrolling interests	(164,404)	(169,260)	(148,562)
Purchase of noncontrolling interests	(121,057)	(1,785)	(3,237)
Sale of noncontrolling interests	70,528	53,919	10,370
Contributions from noncontrolling interests	14,794	29,144	15,096
Expiration of put provisions and other reclassifications	(6,329)	(8,814)	4,692
Changes in fair value of noncontrolling interests	(20,012)	115,627	154,235
Net income	160,916	164,515	143,422
Foreign currency translation	(111,396)	33,312	64,014
▸ ENDING BALANCE AT DECEMBER 31	**830,773**	**1,007,733**	**791,075**

Credit risk resulting from a decrease in the value of the Company's financing receivables and allowances on credit losses of financing receivables are immaterial.

Derivative financial instruments

Market risk

The Company is exposed to effects related to foreign exchange fluctuations in connection with its international business activities that are denominated in various currencies. In order to finance its business operations, the Company issues bonds and enters mainly into long-term credit agreements with banks. Due to these financing activities, the Company is exposed to changes in the interest rate as well as to price risks of balance sheet items with a fixed interest rate.

In order to manage the risk of currency exchange rate and interest rate fluctuations, the Company enters into various hedging transactions by means of derivative instruments with highly rated financial institutions as authorized by the Company's General Partner. On a quarterly basis, the Company performs an assessment of its counterparty credit risk. The Company currently considers this risk to be low. The Company's policy, which has been consistently followed, is that financial derivatives be used only for the purpose of hedging foreign currency and interest rate exposure.

In certain instances, the Company enters into derivative contracts that do not qualify for hedge accounting but are utilized for economic purposes (economic hedges). The Company does not use financial instruments for trading purposes.

The Company established guidelines for risk assessment procedures and controls for the use of financial instruments. They include a clear segregation of duties with regard to execution on one side and administration, accounting and controlling on the other.

To reduce the credit risk arising from derivatives the Company entered into Master Netting Agreements with banks. Through such agreements, positive and negative fair values of the derivative contracts could be offset against one another if a partner becomes insolvent. This offsetting is valid for transactions where the aggregate amount of obligations owed to and receivable from are not equal. If insolvency occurs, the party which owes the larger amount is obliged to pay the other party the difference between the amounts owed in the form of one net payment.

These master netting agreements do not provide a basis for offsetting the fair values of derivative financial instruments in the statement of financial position as the offsetting criteria under IFRS are not satisfied.

At December 31, 2017 and December 31, 2016, the Company had €11,574 and €24,312 of derivative financial assets subject to netting arrangements and €12,730 and €26,751 of derivative financial liabilities subject to netting arrangements. Offsetting these derivative financial instruments would have resulted in net assets of €5,505 and €13,673 as well as net liabilities of €6,661 and €16,112 at December 31, 2017 and December 31, 2016, respectively.

The Company calculates benchmarks for individual exposures in order to quantify interest and foreign exchange risks. The benchmarks are derived from achievable and reasonable market rates. Depending on the individual benchmarks, hedging strategies are agreed on and implemented.

Earnings of the Company were not materially affected by hedge ineffectiveness in the reporting period since the critical terms of the interest and foreign exchange derivatives matched mainly the critical terms of the underlying exposures.

In connection with the issuance of the Convertible Bonds in September 2014, the Company purchased Share Options. Any change in the Company's share price above the conversion price would be offset by a corresponding value change in the Share Options.

Foreign exchange risk management

The Company conducts business on a global basis in various currencies, though a majority of its operations are in Germany and the United States. For financial reporting purposes in accordance with Section 315 e of the German Commercial Code (HGB) the Company has chosen the euro as its reporting currency see note 1h. Therefore, changes in the rate of exchange between the euro and the local currencies in which the financial statements of the Company's international operations are maintained, affect its results of operations and financial position as reported in its consolidated financial statements.

Additionally, individual subsidiaries are exposed to transactional risks mainly resulting from intercompany purchases between production sites and other subsidiaries with different functional currencies. This exposes the subsidiaries to fluctuations in the rate of exchange between the invoicing currencies and the currency in which their local operations are conducted. For the purpose of hedging existing and foreseeable foreign exchange transaction exposures the Company enters into foreign exchange forward contracts and, on a small scale, foreign exchange options. At December 31, 2017 and December 31, 2016, the Company had no foreign exchange options.

Changes in the fair value of the effective portion of foreign exchange forward contracts designated and qualifying as cash flow hedges of forecasted product purchases and sales are reported in AOCI. Additionally, in connection with intercompany loans in foreign currency, the Company uses foreign exchange swaps to assure that no foreign exchange risks arise from those loans, which, if they qualify for cash flow hedge accounting, are also reported in AOCI. These amounts recorded in AOCI are subsequently reclassified into earnings as a component of cost of revenue for those contracts that hedge product purchases and sales or as an adjustment of interest income/expense for those contracts that hedge loans, in the same period in which the hedged transaction affects earnings. The notional amounts of foreign exchange contracts in place that are designated and qualify as cash flow hedges totalled €91,068 and €103,358 at December 31, 2017 and December 31, 2016, respectively.

The Company also enters into derivative contracts for forecasted product purchases and sales and for intercompany loans in foreign currencies which do not qualify for hedge accounting but are utilized for economic hedges as defined above. In these two cases, the change in value of the economic hedge is recorded in the income statement and usually offsets the change in value recorded in the income statement for the underlying asset or liability. The notional amounts of economic hedges that do not qualify for hedge accounting totalled €665,108 and €1,407,611 at December 31, 2017 and December 31, 2016, respectively.

The Company uses a Cash-Flow-at-Risk (CFaR) model in order to estimate and quantify transaction risks from foreign currencies. The basis for the analysis of the currency risks are the foreign currency cash flows that are reasonably expected to arise within the following twelve months, less any hedges. Under the CFaR approach, the potential currency fluctuations of these net exposures are shown as probability distributions based on historical volatilities and correlations of the preceding 250 business days. The calculation is made assuming a confidence level of 95% and a holding period of up to one year. The aggregation of currency risks has risk-mitigating effects due to correlations between the transactions concerned, i.e. the overall portfolio's risk exposure is generally less than the sum total of the underlying individual risks. At December 31, 2017, the Company's CFaR amounts to €50,813, this means with a probability of 95% a potential loss in relation to the forecasted foreign exchange cash flows of the next twelve months will be not higher than €50,813.

Significant influence on the Company's foreign currency risk is exerted by the U.S. dollar, the Chinese Yuan Renminbi, the South Korea Won, the Russian Ruble and the Indian Rupee. The following table shows the Company's most significant net positions in foreign currencies at December 31, 2017:

5.67 SIGNIFICANT NET POSITIONS IN FOREIGN CURRENCIES
in € THOUS

	2017
USD	198,755
CNY	150,384
KRW	81,285
RUB	72,410
INR	44,655

Interest rate risk management

The Company's interest rate risks mainly arise from money market and capital market transactions of the group for financing its business activities.

The Company enters into derivatives, particularly interest rate swaps and to a certain extent, interest rate options, to protect against the risk of rising interest rates. These interest rate derivatives are designated as cash flow hedges and have been entered into in order to effectively convert payments based on variable interest rates into payments at a fixed interest rate. The euro-denominated interest rate swaps expire in 2019 and have a weighted average interest rate of 0.32%. Interest payable and receivable under the swap agreements is accrued and recorded as an adjustment to interest expense.

For purposes of analysing the impact of changes in the relevant reference interest rates on the Company's results of operations, the Company calculates the portion of financial debt which bears variable interest rate and which has not been hedged by means of interest rate swaps or options against rising interest rates. For this particular part of its liabilities, the Company assumes an increase in the reference rates of 0.5% compared to the actual rates as of the balance sheet date. The corresponding additional annual interest expense is then compared to the Company's net income. This analysis shows that an increase of 0.5% in the relevant reference rates would have an effect of less than 1% on the consolidated net income and the shareholder's equity of the Company.

The effective portion of gains and losses of derivatives designated as cash flow hedges is deferred in AOCI; the amount of gains and losses reclassified from AOCI are recorded in interest income and interest expenses.

At December 31, 2017 and December 31, 2016, the notional amount of the euro-denominated interest rate swaps in place was €228,000 and €252,000.

In addition, the Company also enters into interest rate hedges (pre-hedges) in anticipation of future long-term debt issuance. These pre-hedges are used to hedge interest rate exposures with regard to interest rates which are relevant for the future long-term debt issuance and which could rise until the respective debt is actually issued. These pre-hedges were settled at the issuance date of the corresponding long-term debt with the settlement amount recorded in AOCI amortized to interest expense over the life of the debt. At December 31, 2017 and December 31, 2016, the Company had €16,495 and €35,814, respectively, related to settlements of pre-hedges deferred in AOCI, net of tax.

Derivative financial instruments valuation

The following table shows the carrying amounts of the Company's derivatives at December 31, 2017 and December 31, 2016:

5.68 DERIVATIVE FINANCIAL INSTRUMENTS VALUATION
in € THOUS

	2017		2016	
	Assets[2]	Liabilities[2]	Assets[2]	Liabilities[2]
Derivatives in cash flow hedging relationships[1]				
Current				
Foreign exchange contracts	531	(2,182)	2,018	(4,101)
Non-current				
Foreign exchange contracts	30	(11)	17	(76)
Interest rate contracts	–	(1,016)	–	(1,414)
TOTAL	**561**	**(3,209)**	**2,035**	**(5,591)**
Derivatives not designated as hedging instruments[1]				
Current				
Foreign exchange contracts	11,279	(9,520)	37,743	(21,415)
Non-current				
Foreign exchange contracts	–	–	–	(119)
Derivatives embedded in the Convertible Bonds	–	(102,434)	–	(94,663)
Share Options to secure the Convertible Bonds	102,434	–	94,663	–
TOTAL	**113,713**	**(111,954)**	**132,406**	**(116,197)**

1 *At December 31, 2017 and December 31, 2016, the valuation of the Company's derivatives was determined using significant other observable inputs (Level 2).*
2 *Derivative instruments are marked to market each reporting period resulting in carrying amounts being equal to fair values at the reporting date.*

The carrying amounts for the current portion of derivatives indicated as assets in the table above are included in Other current assets in the consolidated balance sheets while the current portion of those indicated as liabilities are included in current provisions and other current liabilities. The non-current portions indicated as assets or liabilities are included in the consolidated balance sheets in Other non-current assets or Non-current provisions and other non-current liabilities, respectively.

The significant methods and assumptions used in estimating the fair values of derivative financial instruments are as follows:

The fair value of interest rate swaps is calculated by discounting the future cash flows on the basis of the market interest rates applicable for the remaining term of the contract as of the balance sheet date. To determine the fair value of foreign exchange forward contracts, the contracted forward rate is compared to the current forward rate for the remaining term of the contract as of the balance sheet date. The result is then discounted on the basis of the market interest rates prevailing at the balance sheet date for the applicable currency. The fair value of the embedded derivative of the Convertible Bonds is calculated using the difference between the market value of the Convertible Bonds and the market value of an adequate straight bond discounted with the market interest rates as of the reporting date.

The Company's own credit risk is incorporated in the fair value estimation of derivatives that are liabilities. Counterparty credit risk adjustments are factored into the valuation of derivatives that are assets. The Company monitors and analyses the credit risk from derivative financial instruments on a regular basis. For the valuation of derivative financial instruments, the credit risk is considered in the fair value of every individual instrument. The default probability is based upon the credit default swap spreads of each counterparty appropriate for the duration. The calculation of the credit risk considered in the valuation is performed by multiplying the default probability appropriate for the duration with the expected discounted cash flows of the derivative financial instrument.

The effect of financial instruments on the consolidated statements of income

The effects of financial instruments recorded in the consolidated statements of income consist of interest income of €43,297 (2016: €42,139), interest expense of €397,187 (2016: €408,508) as well as allowances for doubtful accounts of €549,631 (2016: €430,974).

Interest income in 2017 primarily results from the valuation of the Share Options which the Company purchased in connection with the issuance of the Convertible Bonds, interest on overdue receivables and lease receivables. In 2016 a large part of interest income results from the valuation of the derivatives embedded in the Convertible Bonds.

The major part of interest expenses relates to financial liabilities of the Company which are not accounted for at fair value through profit or loss.

In the fiscal year 2017 net losses from foreign currency transactions amount to €36,159 (2016: net gains €5,688).

The following table shows the effect of derivatives on the consolidated financial statements:

5.69 THE EFFECT OF DERIVATIVES ON THE CONSOLIDATED FINANCIAL STATEMENTS

in € THOUS

	Amount of Gain (Loss) recognized in AOCI on derivatives (effective portion)		*Location of (Gain) Loss reclassified from AOCI in Income (effective portion)*	*Amount of (Gain) Loss reclassified from AOCI in Income (effective portion)*	
	for the year ended December 31			*for the year ended December 31*	
	2017	*2016*		***2017***	*2016*
Derivatives in cash flow hedging relationships					
Interest rate contracts	(388)	1,050	Interest income/expense	27,875	26,335
Foreign exchange contracts	2,001	(2,407)	Costs of Revenue	(1,505)	133
▶ **TOTAL**	**1,613**	**(1,357)**		**26,370**	**26,468**

	Location of (Gain) Loss recognized in Income on derivatives	*Amount of (Gain) Loss recognized in Income on derivatives*	
		for the year ended December 31	
		2017	*2016*
Derivatives not designated as hedging instruments			
Foreign exchange contracts	Selling, general and administrative expenses	(8,275)	(2,109)
Foreign exchange contracts	Interest income/expense	9,435	2,937
Derivatives embedded in the Convertible Bonds	Interest income/expense	7,771	(11,877)
Share Options to secure the Convertible Bonds	Interest income/expense	(7,771)	11,877
▶ **TOTAL**		**1,160**	**828**

At December 31, 2017, the Company had foreign exchange derivatives with maturities of up to 14 months and interest rate swaps with maturities of up to 22 months.

The following table shows when the cash flow from derivative financial instruments is expected to occur:

5.70 CASH FLOW FROM DERIVATIVE FINANCIAL INSTRUMENTS

in € THOUS

	Expected in period of			
	Less than 1 year	*1–3 years*	*3–5 years*	*Over 5 years*
2017				
Designated as hedging instrument	(2,370)	(530)	–	–
Not designated as hedging instrument	1,762	–	–	–
2016				
Designated as hedging instrument	(2,879)	(953)	–	–
Not designated as hedging instrument	16,331	(119)	–	–

Credit risk

The Company is exposed to potential losses in the event of non-performance by counterparties. With respect to derivative financial instruments it is not expected that any counterparty fails to meet its obligations as the counterparties are highly rated financial institutions. The maximum credit exposure of derivatives is represented by the fair value of those contracts with a positive fair value at the balance sheet date. The maximum credit exposure of all derivatives amounted to €114,274 at December 31, 2017 (2016: €134,441). The maximum credit risk resulting from the use of non-derivative financial instruments is defined as the total amount of all receivables and cash and cash equivalents. In order to control this credit risk, the Management of the Company carries out an ageing analysis of trade accounts receivable. For details on the ageing analysis and on the allowance for doubtful accounts see note 7.

Liquidity risk

The liquidity risk is defined as the risk that a company is potentially unable to meet its financial obligations. The Management of the Company manages the liquidity of the group by means of effective working capital and cash management as well as an anticipatory evaluation of refinancing alternatives. The Management of the Company believes that existing credit facilities, net cash provided by operating activities and additional short-term debt are sufficient to meet the Company's foreseeable demand for liquidity see note 13.

The following table shows all non-discounted payments agreed by contract concerning financial liabilities and derivative financial instruments recorded in the consolidated balance sheets:

5.71 PAYMENTS AGREED BY CONTRACTS
in € THOUS

	Payments due by period of			
	Less than 1 year	*1–3 years*	*3–5 years*	*Over 5 years*
2017				
Accounts payable	590,493	11	–	–
Accounts payable to related parties	147,349	–	–	–
Other current financial liabilities	1,446,458	–	–	–
Short-term debt[1]	769,279	–	–	–
Long-term debt and capital lease obligations[2,3]	198,585	1,463,857	1,328,177	66,063
Bonds	946,099	1,613,103	1,532,235	365,213
Variable payments outstanding for acquisitions	15,921	87,533	116,776	16,918
Noncontrolling interests subject to put provisions	473,189	200,299	81,424	115,960
Letters of credit	–	59,404	1,409	–
Derivative financial instruments – in cash flow hedging relationships	2,901	560	–	–
Derivative financial instruments – not designated as hedging instrument	9,523	102,434	–	–
2016				
Accounts payable	575,556	101	–	–
Accounts payable to related parties	264,069	–	–	–
Other current financial liabilities	1,521,104	–	–	–
Short-term debt[1]	575,010	–	–	–
Long-term debt and capital lease obligations[2,3]	302,133	2,320,334	418,309	19,865
Bonds	741,243	2,206,333	1,601,433	1,117,126
Variable payments outstanding for acquisitions	78,717	43,659	107,145	23,042
Noncontrolling interests subject to put provisions	527,243	229,508	173,819	136,443
Letters of credit	–	18,212	–	–
Derivative financial instruments – in cash flow hedging relationships	4,897	970	–	–
Derivative financial instruments – not designated as hedging instrument	21,427	94,782	–	–

1 *Includes amounts from related parties.*
2 *Future interest payments for financial liabilities with variable interest rates were calculated using the latest interest rates fixed prior to December 31, 2017 and 2016.*
3 *Excluding bonds.*

Product purchases and sales designated as cash flow hedges are expected to affect profit and loss in the same period in which the cash flows occur.

24. OTHER COMPREHENSIVE INCOME (LOSS)

The changes in the components of other comprehensive income (loss) for the years ended December 31, 2017, 2016, and 2015 are as follows:

5.72 OTHER COMPREHENSIVE INCOME (LOSS)
in € THOUS

	2017			2016			2015		
	Pretax	Tax effect	Net	Pretax	Tax effect	Net	Pretax	Tax effect	Net
Components that will not be reclassified to profit or loss:									
Actuarial gain (loss) on defined benefit pension plans	6,840	(27,393)	(20,553)	(31,423)	7,085	(24,338)	30,169	(8,830)	21,339
Components that may be reclassified subsequently to profit or loss:									
Foreign currency translation adjustment	(1,284,173)	–	(1,284,173)	368,429	–	368,429	674,727	–	674,727
Other comprehensive income (loss) relating to cash flow hedges:									
Changes in fair value of cash flow hedges during the period	1,613	(430)	1,183	(1,357)	568	(789)	12,700	(4,070)	8,630
Reclassification adjustments	26,370	(7,977)	18,393	26,468	(7,607)	18,861	41,496	(11,317)	30,179
Total other comprehensive income (loss) relating to cash flow hedges	27,983	(8,407)	19,576	25,111	(7,039)	18,072	54,196	(15,387)	38,809
▶ **OTHER COMPREHENSIVE INCOME (LOSS)**	**(1,249,350)**	**(35,800)**	**(1,285,150)**	**362,117**	**46**	**362,163**	**759,092**	**(24,217)**	**734,875**

25. SUPPLEMENTARY CASH FLOW INFORMATION

The following additional information is provided with respect to net cash provided by (used in) investing activities for the years ended December 31, 2017, 2016 and 2015:

5.73 DETAILS FOR NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES
in € THOUS

	2017	2016	2015
Details for acquisitions			
Assets acquired	(758,720)	(792,941)	(194,703)
Liabilities assumed	128,552	113,491	31,402
Noncontrolling interests subject to put provisions	68,069	43,628	6,870
Noncontrolling interests	14,293	14,448	886
Non-cash consideration	8,851	220,849	62,400
▸ **CASH PAID**	**(538,955)**	**(400,525)**	**(93,145)**
Less cash acquired	17,630	20,660	2,878
▸ **NET CASH PAID FOR ACQUISITIONS**	**(521,325)**	**(379,865)**	**(90,267)**
Cash paid for investments	(17,999)	(129,764)	(165,931)
Cash paid for intangible assets	(26,370)	(12,171)	(29,345)
▸ **TOTAL CASH PAID FOR ACQUISITIONS AND INVESTMENTS, NET OF CASH ACQUIRED, AND PURCHASES OF INTANGIBLE ASSETS**	**(565,694)**	**(521,800)**	**(285,543)**
Details for divestitures			
Cash received from sale of subsidiaries or other businesses, less cash disposed	157,025	1,324	38,753
Cash received from divestitures of available for sale financial assets	256,136	116,922	–
Cash received from repayment of loans	2,227	72,001	188,070
▸ **PROCEEDS FROM DIVESTITURES**	**415,388**	**190,247**	**226,823**

The following table shows a reconciliation of debt to net cash provided by (used in) financing activities for 2017:

5.74 RECONCILIATION OF DEBT TO NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES
in € THOUS

			Non-cash changes					
	Jan. 1, 2017	Cash Flow	Acquisitions	Foreign currency translation	Amortization of debt issuance costs	New leases	Other	Dec. 31, 2017
Short-term debt	572,010	202,687	(5,091)	(9,298)	–	–	(29)	760,279
Short-term debt from related parties	3,000	6,000	–	–	–	–	–	9,000
Long-term debt and capital lease obligations (excluding Accounts Receivable Facility)[1]	7,392,067	(491,428)	108,535	(656,556)	20,109	8,801	3,206	6,384,734
Accounts Receivable Facility	165,037	157,564	–	(29,138)	210	–	–	293,673

[1] *Cash flow excluding repayments of variable payments outstanding for acquisitions in the amount of €25,590.*

26. SEGMENT AND CORPORATE INFORMATION

The Company's operating segments are the North America Segment, the EMEA Segment, the Asia-Pacific Segment and the Latin America Segment. The operating segments are determined based upon how the Company manages its businesses with geographical responsibilities. All segments are primarily engaged in providing health care services and the distribution of products and equipment for the treatment of ESRD and other extracorporeal therapies.

Management evaluates each segment using measures that reflect all of the segment's controllable revenues and expenses. With respect to the performance of business operations, management believes that the most appropriate measures are revenue, operating income and operating income margin. The Company does not include income taxes as it believes this is outside the segments' control. Financing is a corporate function, which the Company's segments do not control. Therefore, the Company does not include interest expense relating to financing as a segment measurement. Similarly, the Company does not allocate certain costs, which relate primarily to certain headquarters' overhead charges, including accounting and finance, because the Company believes that these costs are also not within the control of the individual segments. Production of products, production asset management, quality management and procurement related to production are centrally managed at Corporate. The Company's global research and development is also centrally managed at Corporate. These corporate activities do not fulfill the definition of a segment according to IFRS 8. Products are transferred to the segments at cost; therefore no internal profit is generated. The associated internal revenue for the product transfers and their elimination are recorded as corporate activities. Capital expenditures for production are based on the expected demand of the segments and consolidated profitability considerations. In addition, certain revenues, investments and intangible assets, as well as any related expenses, are not allocated to a segment but are accounted for as Corporate.

The key data used by the management board of the Company's General Partner to control the segments are based on IFRS figures. Until December 31, 2016 U.S. GAAP based figures were used to control the segments. Thus, the segment information was given in accordance with U.S. GAAP. To conform to the current year's presentation, the previous year's values are adjusted accordingly.

Information pertaining to the Company's segment and Corporate activities for the twelve-month periods ended December 31, 2017, 2016 and 2015 is set forth below:

5.75 SEGMENT AND CORPORATE INFORMATION

in € THOUS

	North America Segment	EMEA Segment	Asia-Pacific Segment	Latin America Segment	Segment Total	Corporate	Total
2017							
Revenue external customers	12,878,665	2,547,055	1,623,312	719,792	17,768,824	14,748	17,783,572
Inter-segment revenue	1,898	16	356	374	2,644	(2,644)	–
▶ **REVENUE**	**12,880,563**	**2,547,071**	**1,623,668**	**720,166**	**17,771,468**	**12,104**	**17,783,572**
▶ **OPERATING INCOME**	**2,086,391**	**443,725**	**313,042**	**58,349**	**2,901,507**	**(539,068)**	**2,362,439**
Interest	–	–	–	–	–	–	(353,890)
▶ **INCOME BEFORE INCOME TAXES**	**–**	**–**	**–**	**–**	**–**	**–**	**2,008,549**
Depreciation and amortization	(398,235)	(119,044)	(45,401)	(17,929)	(580,609)	(154,870)	(735,479)
Income (loss) from equity method investees	71,739	(7,159)	1,919	700	67,199	–	67,199
Total assets	15,556,059	3,585,486	2,074,150	670,126	21,885,821	2,139,307	24,025,128
thereof investment in equity method investees	342,462	181,870	98,281	24,396	647,009	–	647,009
Additions of property, plant and equipment and intangible assets	526,652	130,755	52,861	41,637	751,905	241,052	992,957
2016							
Revenue external customers	12,030,093	2,409,110	1,474,132	643,373	16,556,708	13,007	16,569,715
Inter-segment revenue	3,105	–	31	241	3,377	(3,377)	–
▶ **REVENUE**	**12,033,198**	**2,409,110**	**1,474,163**	**643,614**	**16,560,085**	**9,630**	**16,569,715**
▶ **OPERATING INCOME**	**1,936,079**	**474,396**	**289,434**	**59,162**	**2,759,071**	**(350,169)**	**2,408,902**
Interest	–	–	–	–	–	–	(366,369)
▶ **INCOME BEFORE INCOME TAXES**	**–**	**–**	**–**	**–**	**–**	**–**	**2,042,533**
Depreciation and amortization	(389,217)	(109,128)	(43,344)	(15,577)	(557,266)	(144,270)	(701,536)
Income (loss) from equity method investees	58,547	(2,637)	1,372	1,357	58,639	–	58,639
Total assets	17,281,852	3,576,784	1,762,903	691,980	23,313,519	2,190,021	25,503,540
thereof investment in equity method investees	289,400	187,169	96,513	25,072	598,154	–	598,154
Additions of property, plant and equipment and intangible assets	522,406	118,671	49,907	33,414	724,398	248,936	973,334
2015							
Revenue external customers	11,016,596	2,369,255	1,353,273	690,783	15,429,907	24,951	15,454,858
Inter-segment revenue	4,770	1	129	403	5,303	(5,303)	–
▶ **REVENUE**	**11,021,366**	**2,369,256**	**1,353,402**	**691,186**	**15,435,210**	**19,648**	**15,454,858**
▶ **OPERATING INCOME**	**1,648,193**	**522,310**	**269,841**	**43,428**	**2,483,772**	**(355,271)**	**2,128,501**
Interest	–	–	–	–	–	–	(352,825)
▶ **INCOME BEFORE INCOME TAXES**	**–**	**–**	**–**	**–**	**–**	**–**	**1,775,676**
Depreciation and amortization	(360,012)	(103,641)	(40,178)	(13,371)	(517,202)	(130,965)	(648,167)
Income (loss) from equity method investees	18,746	6,147	2,277	1,178	28,348	–	28,348
Total assets[1]	15,816,770	3,010,906	1,580,433	555,187	20,963,296	2,282,986	23,246,282
thereof investment in equity method investees	237,487	189,237	95,537	23,694	545,955	–	545,955
Additions of property, plant and equipment and intangible assets	461,846	117,593	42,594	45,002	667,035	244,372	911,407

[1] *Prior year information was adjusted to conform to the current year's presentation due to a reclass of deferred taxes at December 31, 2015 in the amount of €154,181.*

For the geographic presentation, revenues are attributed to specific countries based on the end user's location for products and the country in which the service is provided. Information with respect to the Company's geographic operations is set forth in the table below:

5.76 GEOGRAPHIC PRESENTATION
in € THOUS

	Germany	North America	Rest of the World	Total
2017				
Revenue external customers	433,105	12,878,665	4,471,802	17,783,572
Long-lived assets	908,633	13,037,452	3,131,506	17,077,591
2016				
Revenue external customers	380,887	12,030,093	4,158,735	16,569,715
Long-lived assets	838,121	14,380,369	2,863,802	18,082,292
2015				
Revenue external customers	360,884	11,016,596	4,077,378	15,454,858
Long-lived assets	496,756	13,500,024	2,593,004	16,589,784

27. SUBSEQUENT EVENTS

No significant activities have taken place subsequent to the balance sheet date December 31, 2017 that have a material impact on the key figures and earnings presented. Currently, there are no other significant changes in the Company's structure, management, legal form or personnel.

28. COMPENSATION OF THE MANAGEMENT BOARD AND THE SUPERVISORY BOARD

I. Compensation of the Management Board of the General Partner

The total compensation of the members of the Management Board of Fresenius Medical Care Management AG for the fiscal year 2017 amounted to €23,302 (2016: €23,626) and consisted of non-performance-related compensation (including additional benefits) in the total amount of €5,768 (2016: €5,535), short-term performance-related compensation in the total amount of €8,640 (2016: €8,641) and components with long-term incentive effects (multi-year variable remuneration) in the total amount of €8,894 (2016: €9,450). Components with long-term incentive effects, which were granted in or for the 2017 fiscal year, include exclusively share-based compensation with cash settlement.

Under the Fresenius Medical Care Long-Term Incentive Plan 2016 (hereinafter: LTIP 2016), a total of 73,746 performance shares (in 2016: 79,888) were allocated to the members of the Management Board of Fresenius Medical Care Management AG, in the fiscal year 2017. The fair value of the performance shares granted in the fiscal year 2017 was €75.12 (in 2016: €76.80) each for grants denominated in euro and $86.39 (in 2016: $85.06) each for grants denominated in U.S. dollar on the grant date.

Due to the fact that the targets were met in the fiscal year 2017, in addition to the performance shares granted under the LTIP 2016, the Management Board members of Fresenius Medical Care Management AG were entitled to further share-based compensation with cash settlement in the amount of €3,418 (2016: €3,281).

At the end of fiscal year 2017, the members of the Management Board of Fresenius Medical Care Management AG held a total of 150,993 performance shares (2016: 79,888) and 73,432 phantom stock (2016: 81,019). In addition, they held a total of 819,491 stock options at the end of fiscal year 2017 (2016: 1,010,784 stock options).

As of December 31, 2017, aggregate pension obligations of €21,753 (December 31, 2016: €24,908) existed relating to existing pension commitments. In the fiscal year 2017, the appropriation to the pension reserves amounted to €212 (2016: €4,035).

In the fiscal year 2017, no loans or advance payments of future compensation components were made to members of the Management Board of Fresenius Medical Care Management AG.

To the extent permitted by law, Fresenius Medical Care Management AG undertook to indemnify the members of the Management Board from claims against them arising out of their work for the Company and its affiliates, if such claims exceed their liability under German law. To secure such obligations, the Company has concluded a Directors & Officers liability insurance with an excess in compliance with the specifications according to German stock corporation law. The indemnity covers each member of the Management Board during their respective term on the Management Board and also for claims that arise in connection therewith after the respective termination of their term.

Mr. Dominik Wehner, who was a member of the Management Board until the end of December 31, 2017, receives all compensation components he is entitled to for the fiscal year. It was agreed with respect to the compensation components he is entitled to by contract for the period from January 1, 2018 to March 31, 2022 that Mr. Dominik Wehner will receive annual basic compensation of €425 and an annual bonus of 30% of his basic compensation and that he is entitled to fringe benefits such as the private use of his company car, contributions to financial planning, insurance benefits and contributions to pension and health insurance in a total amount of approximately €42 p. a. The compensation components granted to Mr. Dominik Wehner under the Fresenius Medical Care Long-Term Incentive Program 2011, the LTIP 2016 and the Share Based Award must be paid or can be exercised, as the case may be, by the relevant regular vesting date pursuant to the applicable conditions. Except for the Share Based Award for 2017, Mr. Dominik Wehner will no longer be granted any components with long-term incentive effects as of the fiscal year 2018 (including).

In the fiscal year, Mr. Ronald Kuerbitz, who was a member of the Management Board until February 17, 2017, received fixed compensation (in the amount of €109) and fringe benefits (in the amount of €43). For the fiscal year 2017, Mr. Ronald Kuerbitz was not granted any one-year or multi-year variable compensation components. The long-term compensation components in the amount of €977 granted and vested by February 17, 2017 pursuant to the applicable conditions were fully paid to him in the fiscal year 2017. All long-term compensation components granted and not vested by February 17, 2017 have been cancelled without substitution. As of February 17, 2017, Mr. Ronald Kuerbitz receives annual non-compete compensation of €538 for the post-employment non-compete obligation agreed. In addition, Mr. Ronald Kuerbitz received one-off compensation of €852 which had been agreed with him in the context of his resignation from the Management Board of the General Partner. The payment of this compensation is linked to the successful completion of various projects, part of which have not yet been completed as at the time of the agreement, and thus ensures that Mr. Ronald Kuerbitz's involvement even after his resignation from the Management Board. After the end of his service agreement, he acts as advisor to National Medical Care, Inc. as of August 14, 2017 until the end of August 13, 2018. The consideration to be granted for such services (including reimbursement of expenses) amounts to €55 for the fiscal year.

Mr. Roberto Fusté, who resigned the Management Board as of March 31, 2016, received pension payments in the amount of €239 (2016: €0) in the fiscal year. Additionally, Mr. Roberto Fusté received a compensation in connection with his post-contractual non-compete clause in the amount of €377 as well as an advisory fee in the amount of €377 as agreed in the agreement for his advisory to the Chairman of the Management Board concluded on the occasion of the termination of his service agreement with effect as of December 31, 2016.

To Prof. Emanuele Gatti, who was a member of the Management Board until March 31, 2014, pension payments were made in the fiscal year 2017 in a total amount of €338 (2016: €338) without any fringe benefits during the fiscal year (2016: €7). Prof. Emanuele Gatti was additionally granted and paid in the fiscal year 2017 a partial compensation in connection with his post-contractual non-compete clause in the amount of €163 (2016: €488).

Dr. Rainer Runte, who also resigned from office as a member of the Management Board effective from March 31, 2014, did not receive any annual non-compete compensation in the fiscal year for his post-contractual non-compete obligation, since it was not effective anymore in the fiscal year (2016: €486). A consulting agreement was entered into with Dr. Rainer Runte for the period beginning March 1, 2017 which term meanwhile has been extended until March 31, 2018. The annual consideration to be granted by Fresenius Medical Care Management AG for such services amounts to €165 for the fiscal year.

Fresenius Medical Care Management AG and Dr. Ben Lipps, the Chairman of the Management Board until December 31, 2012, entered into a consulting agreement, in lieu of a pension agreement, for the period January 1, 2013 to December 31, 2022; meanwhile, the term of this agreement has been reduced in the fiscal year 2017 to December 31, 2021. On the basis of this consulting agreement during the fiscal year a consulting compensation amounting to €580 (2016: €585) including the reimbursement of expenses were paid to Dr. Ben Lipps.

Other than that, the former members of the Management Board of Fresenius Medical Care Management AG did not receive any compensation in the fiscal year 2017. As of December 31, 2017 the pension obligations vis-à-vis these persons amounted to a total of €21,930 (December 31, 2016: €20,469).

A post-employment non-competition covenant was agreed upon with all members of the Management Board. If such covenant becomes applicable, the Management Board members receive a compensation for non-competition amounting to half of their respective annual fixed compensation for each year of the respective application of the non-competition covenant, up to a maximum of two years.

FMC AG & CO. KGAA publishes detailed and individualized information for each member of the Management Board of Fresenius Medical Care Management AG on the components of their compensation as well as on the shares owned by members of the Management Board in its Compensation Report, which is part of the management report and which can be accessed on Company's website under http://www.freseniusmedicalcare.com/en/home/investors/corporate-governance/declaration-of-compliance/.

II. Compensation of the supervisory board

In fiscal year 2017 the total compensation fees to all members of the Supervisory Board of FMC AG & CO. KGAA amounted to €876 (2016: €552). This includes a fixed compensation of €409 (2016: €366) as well as a compensation to all members of the Audit Committee of €185 (2016: €179). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of €282 (2016: €0) was generated. Furthermore, in fiscal year 2017 the members of the Supervisory Board which are also members of the Joint Committee of FMC AG & CO. KGAA, receive attendance fees of €0 (2016: €7) pursuant to Article 13 e para. 3 of the articles of association.

The compensation of the supervisory board of the Fresenius Medical Care Management AG and the compensation of its Committees was, in compliance with article 7 para. 3 of the Articles of Association of FMC AG & CO. KGAA, charged to FMC AG & CO. KGAA. In fiscal year 2017 the total compensation for the members of the supervisory board of the Fresenius Medical Care Management AG amounted to €1,039 (2016: €714). This includes fixed compensation components for the work in the supervisory board in the amount of €357 (2016: €330) and compensation components for the work in the Committees of €447 (2016: €384). Additionally, for the previous year the entitlement to a payment of variable performance-related compensation of €235 (2016: €0) was generated.

29. PRINCIPAL ACCOUNTANT FEES AND SERVICES

In 2017, 2016 and 2015, fees for the auditor KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, and its affiliates were expensed as follows:

5.77 FEES
in € THOUS

	2017		2016		2015	
	Consolidated group	thereof Germany	Consolidated group	thereof Germany	Consolidated group	thereof Germany
Audit fees	8,629	1,232	7,896	1,060	7,831	1,052
Audit-related fees	59	18	53	42	101	17
Tax fees	830	169	164	–	198	–
Other fees	716	110	4,703	4,689	5,066	5,063

The current lead engagement partner for the audit of the consolidated financial statements assumed responsibility in 2017.

Audit fees are the aggregate fees billed by KPMG for the audit of the Company's consolidated financial statements and the statutory financial statements of FMC AG & CO. KGAA and certain of its subsidiaries, reviews of interim financial statements and attestation services that are provided in connection with statutory and regulatory filings or engagements. Fees related to the audit of internal control over financial reporting are included in audit fees. Audit-related fees are fees charged by KPMG for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported under audit fees. This category comprises fees billed for comfort letters, consultation on accounting issues, the audit of employee benefit plans and pension schemes, agreed-upon procedure engagements and other attestation services subject to regulatory requirements. Tax fees are fees for professional services rendered by KPMG for tax compliance, tax advice on implications for actual or contemplated transactions, tax consulting associated with international transfer prices, and expatriate employee tax services, as well as support services related to tax audits. Other fees include amounts related to supply chain consulting fees.

Fees billed by KPMG for non-audit services in Germany include fees for the services described above within the audit-related fees, tax fees and other fees.

30. CORPORATE GOVERNANCE

The Management Board of the General Partner, represented by Fresenius Medical Care Management AG, and the Supervisory Board of Fresenius Medical Care AG & Co. KGaA have issued a compliance declaration pursuant to Section 161 of the German Stock Corporation Act (AktG). The Company has frequently made this declaration available to the public by publishing it on its website: http://www.freseniusmedicalcare.com/en/home/investors/corporate-governance/declaration-of-compliance/.

31. PROPOSAL FOR THE DISTRIBUTION OF EARNINGS

It is proposed that the earnings of Fresenius Medical Care AG & Co. KGaA for the fiscal year 2017 will be distributed as follows:

5.78 PROPOSAL FOR THE DISTRIBUTION OF EARNINGS
in € THOUS, except for share data

Payment of a dividend of €1.06 per share on share capital of €306,451 entitled to receive dividends	324,838
Balance to be carried forward	4,629,569
▸ TOTAL	**4,954,407**

Hof an der Saale,
February 26, 2018

Fresenius Medical Care AG & Co. KGaA
Represented by the General Partner
Fresenius Medical Care Management AG

Management Board

RICE POWELL **MICHAEL BROSNAN** **DR. OLAF SCHERMEIER**

WILLIAM VALLE **KENT WANZEK** **HARRY DE WIT**

SUPERVISORY BOARD AND MANAGEMENT BOARD

SUPERVISORY BOARD

Dr. Gerd Krick
Chairman

Member of the Supervisory Boards of:
Fresenius Management SE (Chairman)
Fresenius SE & Co. KGaA (Chairman)
Fresenius Medical Care Management AG
Vamed AG, Austria (Chairman)

Dr. Dieter Schenk
Vice Chairman
Attorney and Tax Advisor

Member of the Supervisory Boards of:
Fresenius Management SE (Vice Chairman)
Fresenius Medical Care Management AG
(Vice Chairman)
Bank Schilling & Co. AG (Chairman)
Gabor Shoes AG (Chairman)
Greiffenberger AG (Vice Chairman, until May 7, 2017)
TOPTICA Photonics AG (Chairman)

Member of the Foundation Board of:
Else Kröner-Fresenius-Stiftung (Chairman)

Rolf A. Classon

Member of the Supervisory Board of:
Fresenius Medical Care Management AG

Member of the Board of Directors of:
Hill-Rom Holdings, Inc., U.S. (Chairman)
Tecan Group Ltd., Switzerland (Chairman)
Catalent, Inc., U.S. (Non-Executive Director)
Perrigo Company plc, Ireland
(Non-Executive Director, since May 8, 2017)

William P. Johnston
Operating Executive of The Carlyle Group L.P., U.S.

Member of the Supervisory Board of:
Fresenius Medical Care Management AG

Member of the Board of Directors of:
The Hartford Mutual Funds, Inc., U.S. (Chairman)
HCR-Manor Care, Inc., U.S. (Non-Executive Director)

Deborah Doyle McWhinney
Lloyds Banking Group plc, Great Britain
(Non-Executive Director)
Fluor Corporation, U.S. (Non-Executive Director)
IHS Markit Ltd., Great Britain (Non-Executive Director)

Pascale Witz

Member of the Board of Directors of:
Savencia S.A., France (Non-Executive Director)
Horizon Pharma plc, U.S.
(Non-Executive Director, since August 3, 2017)
Regulus Therapeutics Inc., U.S.
(Non-Executive Director, since June 1, 2017)
Perkin Elmer Inc., U.S.
(Non-Executive Director, since October 30, 2017)
PWH Advisors SASU, France
(President and Chief Executive Officer,
since November 10, 2017)

SUPERVISORY BOARD COMMITTEES

Audit and Corporate Governance Committee
William P. Johnston (Chairman)
Rolf A. Classon (Vice Chairman)
Dr. Gerd Krick
Deborah Doyle McWhinney

Nomination Committee
Dr. Gerd Krick (Chairman)
Dr. Dieter Schenk (Vice Chairman)
Rolf A. Classon

Joint Committee [1]
Rolf A. Classon
William P. Johnston
Dr. Gerd Krick [2]

[1] *Additional member of the Joint Committee as representative of Fresenius Medical Care Management AG is Stephan Sturm (Chairman). He is not a member of the Supervisory Board of FMC AG & Co. KGaA.*
[2] *Member of the Joint Committee as representative of Fresenius Medical Care Management AG.*

MANAGEMENT BOARD OF THE GENERAL PARTNER FRESENIUS MEDICAL CARE MANAGEMENT AG

Rice Powell
Chairman and Chief Executive Officer

Member of the Management Boards of:
Fresenius Medical Care Holdings, Inc., U.S.
(Chairman of the Board of Directors)
Fresenius Management SE, General Partner of Fresenius SE & Co. KGaA

Member of the Board of Administration of:
Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (Vice Chairman)

Michael Brosnan
Chief Financial Officer

Member of the Management Board of:
Fresenius Medical Care Holdings, Inc., U.S.
(Member of the Board of Directors)

Member of the Board of Administration of:
Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland

Dr. Olaf Schermeier
Chief Executive Officer for Research and Development

Member of the Supervisory Board of:
Xenios AG (Vice Chairman)
Medos Medizintechnik AG (Vice Chairman)

William Valle
(since February 17, 2017)
Chief Executive Officer for North America

Member of the Management Board of:
Fresenius Medical Care Holdings, Inc., U.S.
(Member of the Board of Directors, since January 14, 2017)

Kent Wanzek
Chief Executive Officer for Global Manufacturing Operations

Member of the Management Board of:
Fresenius Medical Care Holdings, Inc., U.S.
(Member of the Board of Directors)

Harry de Wit
Chief Executive Officer for Asia-Pacific

Member of the Board of Directors of:
New Asia Investments Pte Ltd., Singapore

Ronald Kuerbitz
(until February 17, 2017)
Former Chief Executive Officer for North America

Member of the Management Boards of:
Fresenius Medical Care Holdings, Inc., U.S.
(Member of the Board of Directors, until January 13, 2017)
Specialty Care Services Group, LLC, U.S.
(Member of the Board of Directors, until January 13, 2017)

Member of the Board of Administration of:
Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (until May 23, 2017)

Dominik Wehner
(until the end of December 31, 2017)
Former Chief Executive Officer for Europe, Middle East and Africa and Labor Relations Director for Germany

Member of the Supervisory Board of:
Xenios AG
(Chairman, until the end of December 31, 2017)
Medos Medizintechnik AG
(Chairman, until the end of December 31, 2017)

Member of the Board of Administration of:
Vifor Fresenius Medical Care Renal Pharma Ltd., Switzerland (until the end of December 31, 2017)

REPRODUCTION OF THE INDEPENDENT AUDITOR'S REPORT

Based on the results of our audit, we have issued the following unqualified audit opinion:

INDEPENDENT AUDITOR'S REPORT

To Fresenius Medical Care AG & Co. KGaA,
Hof an der Saale

REPORT ON THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS AND OF THE GROUP MANAGEMENT REPORT

OPINIONS

We have audited the consolidated financial statements of Fresenius Medical Care AG & Co. KGaA and its subsidiaries (the Group), which comprise the consolidated statement of financial position as of December 31, 2017, and the consolidated statement of income, the consolidated statements of operations and comprehensive income or loss, consolidated statement of changes in equity and consolidated statement of cash flows for the financial year from January 1 to December 31, 2017, and notes to the consolidated financial statements, including a summary of significant accounting policies. In addition, we have audited the Group Management Report of Fresenius Medical Care AG & Co. KGaA for the financial year from January 1 to December 31, 2017.

In our opinion, on the basis of the knowledge obtained in the audit,

- the accompanying consolidated financial statements comply, in all material respects, with the IFRSS as adopted by the EU, and the additional requirements of German commercial law pursuant to Section 315e (1) HGB [Handelsgesetzbuch: German Commercial Code] and, in compliance with these requirements, give a true and fair view of the assets, liabilities, and financial position of the Group as of December 31, 2017, and of its financial performance for the financial year from January 1 to December 31, 2017, and
- the accompanying Group Management Report as a whole provides an appropriate view of the Group's position. In all material respects, this Group Management Report is consistent with the consolidated financial statements, complies with German legal requirements and appropriately presents the opportunities and risks of future development.

Pursuant to Section 322 (3) sentence 1 HGB, we declare that our audit has not led to any reservations relating to the legal compliance of the consolidated financial statements and of the Group Management Report.

BASIS FOR THE OPINIONS

We conducted our audit of the consolidated financial statements and of the Group Management Report in accordance with Section 317 HGB and EU Audit Regulation No. 537/2014 (referred to subsequently as "EU Audit Regulation") and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Our responsibilities under those requirements and principles are further described in the "Auditor's Responsibilities for the Audit of the Consolidated Financial Statements and of the Group Management Report" section of our auditor's report. We are independent of the group entities in accordance with the requirements of European law and German commercial and professional law, and we have fulfilled our other German professional responsibilities in accordance with these requirements. In addition, in accordance with Article 10 (2) point (f) of the EU Audit Regulation, we declare that we have not provided non-audit services prohibited under Article 5 (1) of the EU Audit Regulation. We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinions on the consolidated financial statements and on the Group Management Report.

KEY AUDIT MATTERS IN THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements for the financial year from January 1 to December 31, 2017. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Impairment of goodwill

Please refer to note 1f to the consolidated financial statements for information on the accounting policies applied. Details on the assumptions used can be found under note 2a to the consolidated financial statements. Please see note 11 to the consolidated financial statements for information on the amount of goodwill.

The financial statement risk

Goodwill recognized in the consolidated financial statements of Fresenius Medical Care AG & Co. KGaA as of December 31, 2017, amounts EUR 12.1 billion, representing approx. 50% of total assets and thus having a material effect on the Group's financial position.

Impairment testing of goodwill is complex and greatly dependent on Fresenius Medical Care's assessment of future business performance. Impairment testing is subject to a multitude of assumptions. These assumptions particularly incorporate future reimbursement rates and sales prices, the number of treatments, sales volumes and costs, as well as future growth rates of the respective cash-generating units. Furthermore, an interest rate must be determined to discount future cash flows. These assumptions are subject to uncertainty by their very nature.

Based on the impairment tests conducted, the Company did not identify any need to recognize impairment losses.

There is the risk for the consolidated financial statements that the need to recognize impairment losses is not realized. There is also the risk that the disclosures in the notes on impairment testing are not appropriate or are incomplete.

Our audit approach

To test impairment of goodwill, we verified the appropriateness of the key value-determining assumptions and parameters used for the budget. We assessed the controls established by the Company to ensure that the underlying assumptions and parameters (including the budget and projections) are up to date based on developments of the respective relevant markets and to ensure that the budget is approved by the supervisory board for their appropriateness and effectiveness. We reconciled the budgets used for discounted cash flow calculations to the budget approved by the supervisory board for 2018-2020 and to the medium-term planning for the subsequent years.

We also confirmed the accuracy of the Company's previous forecasts by comparing the budgets of previous financial years with actual earnings and by analyzing deviations.

We referred to market data and market analyses conducted by Fresenius Medical Care AG & Co. KGaA to assess the key value-determining assumptions and parameters used for determining the discount rate (WACC) and growth rates. To ensure the computational accuracy of impairment testing including the valuation model used, we verified the Company's calculations on the basis of selected risk-based elements. To this end, we also assessed whether the valuation methods are consistent with the applicable accounting policies. Particularly for CGUs where the recoverable amount only marginally exceeds the carrying amount, we conducted our own sensitivity analyses to simulate the effects of changes to individual assumptions and parameters.

Finally, we assessed whether the disclosures in the notes on impairment of goodwill are appropriate and complete.

Our observations

The valuation methods are consistent with the applicable accounting policies. The assumptions and parameters used for valuation are appropriate overall.

The required disclosures in the notes on impairment testing of goodwill are appropriate and complete.

Complete recognition and measurement of provisions for self-insurance programs

Please refer to note 2d to the consolidated financial statements for information on the accounting policies applied. Please see note 12 to the consolidated financial statements for information on movements in provisions.

The financial statement risk

The Company has an insurance program through its largest subsidiary (based in North America) comprising professional, product and general liability, as well as for damage to cars, employee compensation claims and compensation claims for medical malpractice, and thereby bears risks itself to a certain extent. The provisions for self-insurance programs recognized in the consolidated financial statements of Fresenius Medical Care AG & Co. KGaA as of December 31, 2017, amount to EUR 223.5 million and cover the estimated future payments for reported claims and for incurred but not reported claims.

Recognition and measurement of provisions for self-insurance programs is complex and subject to judgment, as Fresenius Medical Care must refer to historical values (historical experience) to make estimates, particularly with respect to claims incidence (number) and claims severity (cost). These assumptions are subject to uncertainty by their very nature. To confirm the values that the Group determines itself, Fresenius Medical Care engages external actuaries for selected self-insurance programs. There is the risk for the consolidated financial statements that the provisions for self-insurance programs are not fully recognized or measured inappropriately.

Our audit approach

We assessed the controls established by the Group to ensure that the underlying items are recognized in full and that the underlying assumptions and parameters are appropriate and suitable, for their appropriateness and effectiveness.

To evaluate the assumptions as well as recognition and valuation methods applied, we involved our own actuaries in the audit team. With their help, we analyzed and evaluated the assumptions and parameters used by the Company (such as factors determining claims), also taking into account the values determined by the external actuaries engaged by Fresenius Medical Care. We evaluated the competence, professional skills and impartiality of the external actuaries. Furthermore, we determined a range based on our own expected value and assessed whether the provision amount determined by Fresenius Medical Care was within this range.

Our observations

The methods used for recognition and measurement are consistent with the applicable accounting policies. The underlying assumptions and parameters are appropriate.

Recognition and measurement of the provision relating to U.S. Foreign Corrupt Practices Act investigations

Please refer to note 1r to the consolidated financial statements for information on the accounting policies applied. Please refer to note 12 for the provision recognized. Explanatory notes on the processes and current investigations can be found in note 22 to the consolidated financial statements and in the Group Management Report in the section "Risks and opportunities – risk management".

The financial statement risk

Some aspects of the Company's business involve competing for contracts with customers that are directly or indirectly related to government. This type of business and the tender processes that typically accompany it entail risks of non-compliance with legal requirements. The Company also operates in a number of countries where it is normal business practice to deploy external sales representatives.

In 2012, the Company was made aware of practices in countries outside the USA that could constitute a violation of the U.S. Foreign Corrupt Practices Act (FCPA) or other anti-corruption legislation. Following this, the company's supervisory board conducted its own investigations through its Audit & Corporate Governance Committee, which also involved consulting external lawyers. The findings of the investigations were presented to the competent U.S. government authorities (Securities and Exchange Commission and the Department of Justice) on several occasions.

A violation of legal provisions in this context can lead to fines, penalty payments, prosecution, claims for damages and restrictions placed on future business operations, which could have a material effect on the Company's financial performance. To avoid court proceedings, the Company is currently in discussions with the U.S. government authorities in respect of a potential settlement. These discussions are still ongoing; a legal dispute with one or both authorities is therefore possible in the event of failure of the negotiations.

On the basis of the ongoing settlement negotiations, the Company has formed a provision of €200.0 M, which is assessed to be an estimate of the settlement amount. The provision takes account of claims by government authorities for the seizure of profits as well as provisions for fines and penalties, certain legal fees and other associated costs or impairment losses. Both recognition and measurement of this provision are based on estimates of Fresenius Medical Care AG & Co. KGaA that require judgment.

There is the risk for the consolidated financial statements that the provision recognized for this purpose is insufficient or excessive.

There is also the risk that the required disclosures in the notes are incomplete or not appropriate.

Our audit approach

We received regular updates on the findings of the internal investigations and on how the meetings with the U.S. government agencies were proceeding. For this purpose, we mainly consulted the client representatives of the Corporate Legal and Corporate Compliance departments and obtained information from the lawyers who had carried out the investigation for the Company. Moreover, the Company provided us with written confirmation of the current state of affairs.

We also held discussions with the Chairman of the Supervisory Board, the Chairman of the Audit & Corporate Governance Committee, members of the Management Board and contact persons from Corporate Accounting, Corporate Compliance and Corporate Legal. We assessed written correspondence with relevant authorities with the assistance of our internal lawyers and evaluated underlying documents and minutes.

On the basis of this information, we assessed the assumptions made by Fresenius Medical Care AG & Co. KGaA overall to determine the provision and reviewed the calculation of the provision for computational accuracy.

We also assessed the completeness and accuracy of the disclosures in the notes relating to the matter.

Our observations

Recognition of the provision for potential violations of the FCPA is appropriate. The provision amount has been accurately calculated and the assumptions of Fresenius Medical Care AG & Co. KGaA underlying this calculation are appropriate.

The notes include all required information relating to this matter.

OTHER INFORMATION

The parent company's management is responsible for the other information. The other information comprises the annual report, with the exception of the audited consolidated financial statements and Group Management Report and our auditor's report.

Our opinions on the consolidated financial statements and on the Group Management Report do not cover the other information, and consequently we do not express an opinion or any other form of assurance conclusion thereon.

In connection with our audit, our responsibility is to read the other information and, in doing so, consider whether the other information

- is materially inconsistent with the consolidated financial statements, with the Group Management Report or our knowledge obtained in the audit, or
- otherwise appears to be materially misstated.

In accordance with our engagement letter, we conducted a separate assurance engagement of the non-financial statement. Please refer to our assurance report dated February 26, 2018 for information on the nature, scope and findings of this assurance engagement.

RESPONSIBILITIES OF MANAGEMENT AND THE SUPERVISORY BOARD FOR THE CONSOLIDATED FINANCIAL STATEMENTS AND THE GROUP MANAGEMENT REPORT

Management is responsible for the preparation of the consolidated financial statements that comply, in all material respects, with IFRSS as adopted by the EU and the additional requirements of German commercial law pursuant to Section 315e (1) HGB and that the consolidated financial statements, in compliance with these requirements, give a true and fair view of the assets, liabilities, financial position, and financial performance of the Group. In addition, management is responsible for such internal control as they have determined necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Group's ability to continue as a going concern. They also have the responsibility for disclosing, as applicable, matters related to going concern. In addition, they are responsible for financial reporting based on the going concern basis of accounting unless there is an intention to liquidate the Group or to cease operations, or there is no realistic alternative but to do so.

Furthermore, management is responsible for the preparation of the Group Management Report that, as a whole, provides an appropriate view of the Group's position and is, in all material respects, consistent with the consolidated financial statements, complies with German legal requirements, and appropriately presents the opportunities and risks of future development. In addition, management is responsible for such arrangements and measures (systems) as they have considered necessary to enable the preparation of a Group Management Report that is in accordance with the applicable German legal requirements, and to be able to provide sufficient appropriate evidence for the assertions in the Group Management Report.

The supervisory board is responsible for overseeing the Group's financial reporting process for the preparation of the consolidated financial statements and of the Group Management Report.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE CONSOLIDATED FINANCIAL STATEMENTS AND OF THE GROUP MANAGEMENT REPORT

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and whether the Group Management Report as a whole provides an appropriate view of the Group's position and, in all material respects, is consistent with the consolidated financial statements and the knowledge obtained in the audit, complies with the German legal requirements and appropriately presents the opportunities and risks of future development, as well as to issue an auditor's report that includes our opinions on the consolidated financial statements and on the Group Management Report.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Section 317 HGB and the EU Audit Regulation and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer (IDW) will always detect a material misstatement. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements and this Group Management Report.

We exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements and of the Group Management Report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit of the consolidated financial statements and of arrangements and measures (systems) relevant to the audit of the Group Management Report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of these systems.
- Evaluate the appropriateness of accounting policies used by management and the reasonableness of estimates made by management and related disclosures.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in the auditor's report to the related disclosures in the consolidated financial statements and in the Group Management Report or, if such disclosures are inadequate, to modify our respective opinions. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to be able to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements present the underlying transactions and events in a manner that the consolidated financial statements give a true and fair view of the assets, liabilities, financial position and financial performance of the Group in compliance with IFRSS as adopted by the EU and the additional requirements of German commercial law pursuant to Section 315e (1) HGB.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express opinions on the consolidated financial statements and on the Group Management Report. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our opinions.
- Evaluate the consistency of the Group Management Report with the consolidated financial statements, its conformity with [German] law, and the view of the Group's position it provides.
- Perform audit procedures on the prospective information presented by management in the Group Management Report. On the basis of sufficient appropriate audit evidence we evaluate, in particular, the significant assumptions used by management as a basis for the prospective information, and evaluate the proper derivation of the prospective information from these assumptions. We do not express a separate opinion on the prospective information and on the assumptions used as a basis. There is a substantial unavoidable risk that future events will differ materially from the prospective information.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with the relevant independence requirements, and communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, the related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

OTHER LEGAL AND REGULATORY REQUIREMENTS

FURTHER INFORMATION PURSUANT TO ARTICLE 10 OF THE EU AUDIT REGULATION

We were elected as group auditor by the annual general meeting on May 11, 2017. We were engaged by the supervisory board on December 8, 2017. We have been the group auditor of Fresenius Medical Care AG & Co. KGaA without interruption since the initial public offering in 1996 of Fresenius Medical Care AG, which was the legal predecessor of Fresenius Medical Care AG & Co. KGaA.

We declare that the opinions expressed in this auditor's report are consistent with the additional report to the audit committee pursuant to Article 11 of the EU Audit Regulation (long-form audit report).

GERMAN PUBLIC AUDITOR RESPONSIBLE FOR THE ENGAGEMENT

The German Public Auditor responsible for the engagement is Alexander Bock.

Frankfurt am Main,
February 26, 2018

KPMG AG
Wirtschaftsprüfungsgesellschaft
(Original German version signed by:)

BOCK Wirtschaftsprüfer (German Public Auditor)	**KAST** Wirtschaftsprüfer (German Public Auditor)

Exhibit 13.

Transfer Policy

PATIENT TRANSFER AGREEMENT
(Providence Transferee)

This Patient Transfer Agreement ("Agreement") is entered into this 10th day of April, 2014 (the "Effective Date"), between Providence Health & Services – Washington, d/b/a **Providence Holy Family Hospital** ("Hospital"), and Inland Northwest Renal Care Group, LLC, d/b/a **Leah Layne Dialysis** ("Transferring Facility").

To facilitate continuity of patient care and the timely transfer of patients and records from Transferring Facility to Hospital, the parties agree as follows:

1. If a determination is made by the attending physician that a patient requires transfer from the Transferring Facility to the Hospital, Hospital agrees to admit the patient as promptly as possible, as long as it has the available space, qualified personnel and appropriate services for the treatment of the patient, and the requirements of (i) Hospital's applicable polices/protocols, and (ii) applicable federal and state laws and regulation are met.

2. Transferring Facility has the responsibility for transferring the patient to the Hospital and agrees to use qualified personnel and necessary equipment, including medically appropriate life support measures, during the transfer.

3. Transferring Facility agrees to provide the Hospital with appropriate documentation as necessary to ensure continuity of patient care. This information should include, as a minimum, the patient's medical record (i.e., summary of physician findings, nursing notes, flow sheets, lab and radiological findings, including films or underlying studies, copy of EKG, relevant transfer forms, signed consent for transfer, etc.). This documentation will be sent to the Hospital at the time of transfer unless doing so would jeopardize the patient; in which case, the documentation will be sent as promptly as possible after the transfer.

4. To the extent possible, patients will be stabilized prior to transfer to ensure the transfer will not, within reasonable medical probability, result in harm to the patient or jeopardize their survival.

5. All transfers will be done in accordance with (i) Hospital's applicable polices/protocols, (ii) applicable federal and state laws and regulations and (iii) in accordance with the standards of The Joint Commission.

6. Transferring Facility will be responsible for the transfer or other appropriate disposition of the patient's personal effects, particularly money and valuables.

7. Charges for services performed by either party shall be collected by the party rendering the service from the patient, third party payor, or other sources normally billed by the party. Neither party shall have any liability to the other for such charges, except to the extent such liability would exist separate from this Agreement. The parties shall cooperate with each other in exchanging information about financial responsibility for services rendered by them to patients transferred to the Hospital.

8. Transferring Facility shall indemnify, hold harmless and defend the Hospital, its agents and employees from and against any claim, loss damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance by the Transferring Facility, its agents and employees of any duty or obligation of the Transferring Facility under this Agreement.

9. Hospital shall indemnify, hold harmless and defend the Transferring Facility, its agents and employees from and against any claim, loss damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance by the Hospital, its agents and employees of any duty or obligation of the Hospital under this Agreement.

10. The parties shall maintain at their own expense comprehensive general and professional liability insurance and property damage insurance adequate to insure them against risks arising out of this Agreement, with limits no less than those customarily carried by similar facilities. Upon request, each party shall furnish the other party with evidence of such insurance. During the term of this Agreement, each party shall immediately notify the other of any material change in such insurance.

11. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other facility or entity on a limited or general basis.

12. Transferring Facility represents and warrants that neither Transferring Facility nor Transferring Facility's shareholders, owners, principals, partners or members (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Transferring Facility agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid.

13. This Agreement shall be in effect on the date it is signed by both parties and shall continue until terminated as follows: (i) either party may terminate this Agreement immediately upon a breach of its terms by the other party, or (ii) either party may terminate this Agreement without cause by giving the other party not less than ninety (90) days written notice.

14. This Agreement may be signed in counterparts each of which will be considered an original.

15. This Agreement shall be interpreted and construed in accordance with laws of the state in which Hospital is located. Venue for any action to enforce its terms shall be in the county in which Hospital is located. This Agreement embodies the entire agreement of the parties relating to transfer of patients from Transferring Facility to Hospital, and supercedes all prior agreements, representations and understandings of the parties. This Agreement may only be modified or amended in writing. Amendments and modifications must be signed by both parties to be effective.

HOSPITAL:
PROVIDENCE HEALTH & SERVICES – WASHINGTON D/B/A PROVIDENCE HOLY FAMILY HOSPITAL

By: ____________________
Name: Alexander M. Jackson
Title: Chief Executive

TRANSFERRING FACILITY:
INLAND NORTHWEST RENAL CARE GROUP, LLC D/B/A LEAH LAYNE DIALYSIS

By: ____________________
Name: Mitch Long
Title: Director of Operations

Address: Leah Layne Dialysis
530 S. 1st Avenue
Othello, WA 99334

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AFFILIATION AGREEMENT

This AGREEMENT made as of this 3rd day of July, 2009 ("Effective Date"), between Othello Community Hospital (hereinafter referred to as "Hospital") and Inland Northwest Renal Care Group LLC d/b/a Leah Layne Dialysis Unit(hereinafter referred to as "Company").

WHEREAS, Company desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. 405.2160, and the Hospital is equipped and qualified to provide hospital care on an inpatient basis for such patients; and

WHEREAS, the Hospital desires to assure the availability of hemodialysis treatment for its patients who are in need of outpatient treatment, and Company is experienced and qualified to administer dialysis treatments and clinically manage patients with chronic renal failure on an outpatient basis;

1. The hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of Company's patients. If, in the opinion of a member of Company's medical staff, any patient requires emergency hospitalization, the hospital agrees that it will provide a bed for such a patient (or in the event a bed is not available at the Hospital, to arrange for the transfer of the patient to an affiliated hospital) and furnish all necessary medical services at its facility for such patient at the patient's expense. In.the event of an emergency at Company, the responsible physician shall notify the patient's physician of record, as indicated in Company's files, and shall promptly notify the Emergency Room physician of the particular emergency. Company shall be responsible for arranging to have the patient transported to the Hospital and shall send appropriate interim medical records. There will be an interchange, within one working day, of the patient LongTerm Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Company, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.

2. In the event the patient must be transferred directly from Company to the Hospital, Company shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.

3. Company shall keep medical records of all treatments rendered to patients by Company. These medical records shall conform to applicable standards of professional practice. If requested by the Hospital, Company shall provide complete copies of all medical records

of a patient treated by Company who is, at the time of the request, an inpatient at the Hospital.

4. The Hospital shall accept any patient of Company referred to the Hospital for elective reasons, subject to the availability of appropriate facilities, after the Company attending physician has arranged for inpatient hospital physician coverage,

5. In addition to the services described above, the Hospital shall make the following services available to patients referred by Company either at the Hospital or at an affiliated hospital:

   a. Availability of a surgeon capable of vascular access insertion and long-term maintenance;

   b. Inpatient care for any patient who develops complications or renal disease-related conditions that require hospital admission;

   c. Kidney transplantation services, where appropriate, including tissue typing and cross-matching, surgical transplant capability, availability of surgeons qualified in the management of pre- and post-transplant patients; and

   d. Blood Bank services to be performed by the Hospital.

6. Company shall have no responsibility for any inpatient care rendered by the hospital. Once a patient has been referred by Company to the Hospital, Hospital agrees to indemnify Company against, and hold it harmless from any claims, expenses, or liability based upon or arising from anything done or omitted, or allegedly done or omitted, by the Hospital, its agents, or employees, in relation to the treatment or medical care rendered at the Hospital.

7. Company agrees to develop, maintain and operate, in all aspects, an outpatient hemodialysis facility, providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. Company shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, Company shall conform to applicable standards of professional practice. Company shall treat such commitment as its primary responsibility and shall devote such time and effort as may be necessary to attain these objectives. Admission to Company, and the continued treatment by Company, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin. The cost of such facilities, equipment and personnel shall be borne by Company.

8. The cost of such facilities, equipment and personnel shall be borne by Company. The location of such facilities shall be selected by Company, but shall be sufficiently close to

the proximity to the Hospital to facilitate the transfer of patients, and communication between the faculties.

9. Company shall engage a medical director of Company's outpatient hemodialysis facility who shall have the qualifications specified in 42 C.F.R. 405.2102. This individual must be a physician properly licensed in the profession by the state in which such facility is located.
   In accordance with 42 C.F. R. 405.2162, Company shall employ such duly qualified and licensed nurses, technicians, and other personnel as shall be necessary to administer treatment at its facility, in accordance with applicable local, state, and federal laws and regulations.

10. The Hospital, acting through its appropriate medical staff members, shall, from time to time, evaluate its patients with chronic renal failure in accordance with its standard operating procedures. With the approval of the patient, the patient's physician shall consult with the Company Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the Company Medical Director, said patient may be referred to Company for outpatient treatment at a facility operated by Company which is most convenient for the patient (or, in the event space is not available, to an affiliated unit). There will be an interchange, within one working day, of the Patient Long-Term Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to Company from the Hospital, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.

11. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or Company shall be patients of that facility. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.

12. Company and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and Company's Staff and Hospital staff and physicians, respectively, each having a combined single limit of not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. Company and Hospital further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

13. Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.

14. The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

15. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

To the Hospital:

OTHELLO COMMUNITY HOSPITAL
315 NORTH 14TH AVENUE
OTHELLO, WA 99344
Attn: ADMINISTRATOR

To Company:

FMC Inland Office
510 N Colorado, Suite C
Kennewick, WA 99336
Attn: Area Manager

With a copy to:

c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451-1457
Attn: Corporate Legal Department

16. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.

17. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of

the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns.

18. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where Company is located, without respect to its conflicts of law rules.

19. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one year periods unless either party gives the other notice prior to an expiration date. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.

20. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Hospital: Othello Community Hospital	**Company: Inland Northwest Renal Care group LLC**
By: ______________	By: ______________
Name: HAROLD S GEHER	Name: ANN SULLIVAN
Title: ADMINISTRATOR	Title: AREA MANAGER

AFFILIATION AGREEMENT

This AGREEMENT made as of this 2 day of Sept, 2009 ("Effective Date"), between Providence Sacred Heart Medical Center (hereinafter referred to as "Hospital") and Inland Northwest Renal Care Group LLC d/b/a Leah Layne Dialysis Unit(hereinafter referred to as "Company").

WHEREAS, Company desires to assure the availability of the Hospital's facilities for its patients who are in need of inpatient treatment at a hospital, in compliance with 42 C.F.R. 405.2160, and the Hospital is equipped and qualified to provide hospital care on an inpatient basis for such patients; and

WHEREAS, the Hospital desires to assure the availability of hemodialysis treatment for its patients who are in need of outpatient treatment, and Company is experienced and qualified to administer dialysis treatments and clinically manage patients with chronic renal failure on an outpatient basis;

1. The hospital agrees to make the facilities and personnel of its routine emergency service available for the treatment of acute life-threatening emergencies, which may occur to any of Company's patients. If, in the opinion of a member of Company's medical staff, any patient requires emergency hospitalization, the hospital agrees that it will provide a bed for such a patient (or in the event a bed is not available at the Hospital, to arrange for the transfer of the patient to an affiliated hospital) and furnish all necessary medical services at its facility for such patient at the patient's expense. In the event of an emergency at Company, the responsible physician shall notify the patient's physician of record, as indicated in Company's files, and shall promptly notify the Emergency Room physician of the particular emergency. Company shall be responsible for arranging to have the patient transported to the Hospital and shall send appropriate interim medical records. There will be an interchange, within one working day, of the patient LongTerm Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to the Hospital from Company, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities. Admission to Hospital, and the continued treatment by Hospital, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin.

2. In the event the patient must be transferred directly from Company to the Hospital, Company shall provide for the security of, and be accountable for, the patient's personal effects during the transfer.

3. Company shall keep medical records of all treatments rendered to patients by Company. These medical records shall conform to applicable standards of professional practice. If requested by the Hospital, Company shall provide complete copies of all medical records

of a patient treated by Company who is, at the time of the request, an inpatient at the Hospital.

4. The Hospital shall accept any patient of Company referred to the Hospital for elective reasons, subject to the availability of appropriate facilities, after the Company attending physician has arranged for inpatient hospital physician coverage.

5. In addition to the services described above, the Hospital shall make the following services available to patients referred by Company either at the Hospital or at an affiliated hospital:

   a. Availability of a surgeon capable of vascular access insertion and long-term maintenance;

   b. Inpatient care for any patient who develops complications or renal disease-related conditions that require hospital admission;

   c. Kidney transplantation services, where appropriate, including tissue typing and cross-matching, surgical transplant capability, availability of surgeons qualified in the management of pre- and post-transplant patients; and

   d. Blood Bank services to be performed by the Hospital.

6. Company shall have no responsibility for any inpatient care rendered by the hospital. Once a patient has been referred by Company to the Hospital, Hospital agrees to indemnify Company against, and hold it harmless from any claims, expenses, or liability based upon or arising from anything done or omitted, or allegedly done or omitted, by the Hospital, its agents, or employees, in relation to the treatment or medical care rendered at the Hospital.

7. Company agrees to develop, maintain and operate, in all aspects, an outpatient hemodialysis facility, providing all physical facilities, equipment and personnel necessary to treat patients suffering from chronic renal diseases. Company shall conform to standards not less than those required by the applicable laws and regulations of any local, state or federal regulatory body, as the same may be amended from time to time. In the absence of applicable laws and regulations, Company shall conform to applicable standards of professional practice. Company shall treat such commitment as its primary responsibility and shall devote such time and effort as may be necessary to attain these objectives. Admission to Company, and the continued treatment by Company, shall be provided regardless of the patient's race, color, creed, sex, age, disability, or national origin. The cost of such facilities, equipment and personnel shall be borne by Company.

8. The cost of such facilities, equipment and personnel shall be borne by Company. The location of such facilities shall be selected by Company, but shall be sufficiently close to

the proximity to the Hospital to facilitate the transfer of patients, and communication between the faculties.

9. Company shall engage a medical director of Company's outpatient hemodialysis facility who shall have the qualifications specified in 42 C.F.R. 405.2102. This individual must be a physician properly licensed in the profession by the state in which such facility is located.
In accordance with 42 C.F. R. 405.2162, Company shall employ such duly qualified and licensed nurses, technicians, and other personnel as shall be necessary to administer treatment at its facility, in accordance with applicable local, state, and federal laws and regulations.

10. The Hospital, acting through its appropriate medical staff members, shall, from time to time, evaluate its patients with chronic renal failure in accordance with its standard operating procedures. With the approval of the patient, the patient's physician shall consult with the Company Medical Director. If outpatient treatment is considered appropriate by the patient's physician and the Company Medical Director, said patient may be referred to Company for outpatient treatment at a facility operated by Company which is most convenient for the patient (or, in the event space is not available, to an affiliated unit). There will be an interchange, within one working day, of the Patient Long-Term Program and Patient Care Plan, and of medical and other information necessary or useful in the care and treatment of patients referred to Company from the Hospital, or in determining whether such patients can be adequately cared for otherwise than in either of the facilities.

11. With respect to all work, duties, and obligations hereunder, it is mutually understood and agreed that the parties shall own and operate their individual facilities wholly independent of each other. All patients treated at the facilities of Hospital or Company shall be patients of that facility. Each party shall have the sole responsibility for the treatment and medical care administered to patients in their respective facilities.

12. Company and Hospital shall each maintain in full force and effect throughout the term of this Agreement, at its own expense, a policy of comprehensive general liability insurance and professional liability insurance covering it and Company's Staff and Hospital staff and physicians, respectively, each having a combined single limit of not less than $1,000,000 per occurrence, $3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of each party's respective obligations under this Agreement. Each will provide the other with certificates evidencing said insurance, if and as requested. Company and Hospital further agree to maintain, for a period of not less than three (3) years following the termination of this Agreement, any insurance required hereunder if underwritten on a claims-made basis. Either party may provide for the insurance coverage set forth in this Section through self-insurance.

13. Each party agrees to indemnify and hold harmless the other, their officers, directors, shareholders, agents and employees against all liability, claims, damages, suits, demands, expenses and costs (including but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of the party's breach of this Agreement, and of the negligent errors and omissions or willful misconduct of the indemnifying party, its agents, servants, employees and independent contractors (excluding the other party) in the performance of or conduct related to this Agreement.

14. The Parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

15. Whenever under the terms of this Agreement, written notice is required or permitted to be given by one party to the other, such notice shall be deemed to have been sufficiently given if delivered in hand or by registered or certified mail, return receipt requested, postage prepaid, to such party at the following address:

To the Hospital:
Providence Sacred Heart Medical Center

Attn: Elaine Couture

To Company:

FMC Inland Office
510 N Colorado, Suite C
Kennewick WA 99336
Attn: Area manager

With a copy to:

c/o Fresenius Medical Care North America
920 Winter Street
Waltham, MA 02451-1457
Attn: Corporate Legal Department

16. If any provisions of this agreement shall, at any time, conflict with any applicable state or federal law, or shall conflict with any regulation or regulatory agency having jurisdiction with respect thereto, this Agreement shall be modified in writing by the parties hereto to conform to such regulation, law, guideline, or standard established by such regulatory agency.

17. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof, as of

the Effective Date. This Agreement shall bind and benefit the parties, their respective successors and assigns.

18. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where Company is located, without respect to its conflicts of law rules.

19. The term of this Agreement is for one (1) year, beginning on the Effective Date, and will automatically renew for successive one year periods unless either party gives the other notice prior to an expiration date. Either party may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to the non-terminating party.

20. The parties agree to cooperate with each other in the fulfillment of their respective obligations under the terms of this Agreement and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date above written.

Hospital: Providence Sacred Heart Medical Center	**Company: Inland Northwest Renal Care Group LLC**
By: Elaine Couture	By: Jean Stevens
Name: Elaine Couture	Name: Jean Stevens
Title: Chief Operating Officer	Title: Regional Vice President

FRESENIUS MEDICAL CARE

PATIENT TRANSFER AGREEMENT

This Patient Transfer Agreement ("Agreement") is entered into this **10th** day of **April, 2014**(the "Effective Date"), between Spokane Valley - Washington Hospital Company, LLC d/b/a **Valley Hospital** ("Hospital"), and Inland Northwest Renal Care Group, LLC, d/b/a **Leah Layne Dialysis** ("Transferring Facility").

To facilitate continuity of patient care and the timely transfer of patients and records from Transferring Facility to Hospital, the parties agree as follows:

1. If a determination is made by the attending physician that a patient requires transfer from the Transferring Facility to the Hospital, Hospital agrees to admit the patient as promptly as possible, as long as it has the available space, qualified personnel and appropriate services for the treatment of the patient, and the requirements of (i) Hospital's applicable polices/protocols, and (ii) applicable federal and state laws and regulation are met.

2. Transferring Facility has the responsibility for transferring the patient to the Hospital and agrees to use qualified personnel and necessary equipment, including medically appropriate life support measures, during the transfer.

3. Transferring Facility agrees to provide the Hospital with appropriate documentation as necessary to ensure continuity of patient care. This information should include, as a minimum, the patient's medical record (i.e., summary of physician findings, nursing notes, flow sheets, lab and radiology reports, copy of EKG, relevant transfer forms, signed consent for transfer, etc.). This documentation will be sent to the Hospital at the time of transfer unless doing so would jeopardize the patient; in which case, the documentation will be sent as promptly as possible after the transfer.

4. To the extent possible, patients will be stabilized prior to transfer to ensure the transfer will not, within reasonable medical probability, result in harm to the patient or jeopardize their survival.

5. All transfers will be done in accordance with (i) Hospital's applicable polices/protocols, (ii) applicable federal and state laws and regulations and (iii) in accordance with the standards of The Joint Commission.

6. Transferring Facility will be responsible for the transfer or other appropriate disposition of the patient's personal effects, particularly money and valuables.

7. Charges for services performed by either party shall be collected by the party rendering the service from the patient, third party payor, or other sources normally billed by the party. Neither party shall have any liability to the other for such charges, except to the extent such liability would exist separate from this Agreement. The parties shall cooperate with each other in exchanging information about financial responsibility for services rendered by them to patients transferred to the Hospital.

8. Transferring Facility shall indemnify, hold harmless and defend the Hospital, its agents and employees from and against any claim, loss damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance by the Transferring Facility, its agnts and employees of any duty or obligation of the Transferring Facility under this Agreement.

9. Hospital shall indemnify, hold harmless and defend the Transferring Facility, its agents and employees from and against any claim, loss damage, cost, expense or liability, including reasonable attorney's fees, arising out of or related to the performance or nonperformance by the Hospital, its agents and employees of any duty or obligation of the Hospital under this Agreement.

10. The parties shall maintain at their own expense comprehensive general and professional liability insurance and property damage insurance adequate to insure them against risks arising out of this Agreement, with limits no less than those customarily carried by similar facilities. Upon request, each party shall furnish the other party with evidence of such insurance. During the term of this Agreement, each party shall immediately notify the other of any material change in such insurance.

11. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other facility or entity on a limited or general basis.

12. Transferring Facility represents and warrants that neither Transferring Facility nor Transferring Facility's shareholders, owners, principals, partners or members (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Transferring Facility agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension, or exclusion from any federally funded health care program, including Medicare and Medicaid.

13. This Agreement shall be in effect on the date it is signed by both parties and shall continue until terminated as follows: (i) either party may terminate this Agreement immediately upon a breach of its terms by the other party, or (ii) either party may terminate this Agreement without cause by giving the other party not less than ninety (90) days written notice.

14. This Agreement may be signed in counterparts each of which will be considered an original.

15. This Agreement shall be interpreted and construed in accordance with laws of the state in which Hospital is located. Venue for any action to enforce its terms shall be in the county in which Hospital is located. This Agreement embodies the entire agreement of the parties relating to transfer of patients from Transferring Facility to Hospital, and supercedes all prior agreements, representations and understandings of the parties. This Agreement may only be modified or amended in writing. Amendments and modifications must be signed by both parties to be effective.

HOSPITAL:

SPOKANE VALLEY - WASHINGTON HOSPITAL COMPANY, LLC D/B/A VALLEY HOSPITAL

By: ______________________

Name: ______________________

Title: ______________________

TRANSFERRING FACILITY:

INLAND NORTHWEST RENAL CARE GROUP, LLC D/B/A LEAH LAYNE DIALYSIS

Leah Layne Dialysis
530 S. 1st Ave.
Othello, WA 99334

By: ______________________

Name: Mitch Long

Title: Director of Operations